

M1S8AVE1

1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK

3 UNITED STATES OF AMERICA,

4 v.

19 Cr. 374 (JMF)

5 MICHAEL AVENATTI,

6 Defendant.

Trial

7 -----x

8 New York, N.Y.  
9 January 28, 2022  
9:00 a.m.

10 Before:

11 HON. JESSE M. FURMAN,

12 District Judge  
13 -and a Jury-

14 APPEARANCES

15 DAMIAN WILLIAMS

16 United States Attorney for the  
17 Southern District of New York

18 BY: MATTHEW D. PODOLSKY

19 ROBERT B. SOBELMAN

20 ANDREW A. ROHRBACH

21 Assistant United States Attorneys

22 MICHAEL AVENATTI, Defendant *Pro Se*

23 DAVID E. PATTON

24 Federal Defenders of New York, Inc.  
25 Attorney for Defendant

BY: ROBERT M. BAUM

ANDREW J. DALACK

TAMARA L. GIWA

Standby Assistant Federal Defenders

Also Present: Special Agent DeLeassa Penland

U.S. Attorney's Office

Christopher de Grandpre, Paralegal Specialist

Juliet Vicari, Paralegal

M1S8AVE1

(Trial resumed; jury not present)

THE COURT: You may be seated.

Good morning. Welcome back. I see counsel is present. Mr. Avenatti is present.

There was a flurry of filings last night and even this morning. Before I turn to those, let me just make sure there is nothing that we need to take up with respect to Ms. Daniels since that's more timely.

MR. SOBELMAN: Not from the government, your Honor.

THE COURT: Mr. Avenatti.

MR. AVENATTI: Nothing from the defense, your Honor.

THE COURT: Given that, let me turn to the motions that were filed in the time we have, and the jury is all here so in a few minutes I will have my clerks go down and get them.

First, Mr. Avenatti's motion to preclude the government's summary chart, Government Exhibit 804, is denied. The Second Circuit decisions in *United States v. Ho* and *United States v. Blackwood*, both of which are cited by the government, are directly on point, as is *United States v. Miller*, 954 F.3d 551, at 556-66 (2d Cir. 2020).

First, the chart contains details of well over 100 texts, WhatsApp messages, e-mails, and wire transfers, among five or six different people, over a period stretching more than seven months. See for comparison *Blackwood*, 366 F.App'x, at 212, approving admission of a chart that sets forth

M1S8AVE1

1 information concerning "well over 100 telephone calls spanning  
2 three days between four individuals," and *Miller*, 954 F.3d, at  
3 565, approving admission of a chart summarizing eight pages of  
4 telephone bills. Thus, the chart summarizes information that  
5 "otherwise would have been difficult for the jury to synthesize  
6 and evaluate, thus falling well within the purview of Rule  
7 1006." That's *Blackwood*.

8 Second, I find the summary would be helpful to the  
9 jury in its evaluation of the evidence because it shows the  
10 pattern and timing of relevant communications over the life of  
11 the alleged scheme; and, third, it is based upon, and fairly  
12 represents, competent evidence already before the jury. See  
13 *Blackwood* for both those points. Notably, Mr. Avenatti does  
14 not contend that the chart contains any inaccurate information  
15 that could potentially mislead the jury, which is to say there  
16 is no indication that the chart is prejudicial.

17 Accordingly, assuming that a proper foundation is  
18 laid, the chart may come in. I will, however, instruct the  
19 jury, as the government invites me to do, that the chart is not  
20 evidence, that it is merely a graphic demonstration of the  
21 underlying evidence, and that the jury should determine for  
22 itself whether the chart fairly and accurately summarizes the  
23 underlying evidence and ultimately what weight, if any, to give  
24 the chart. Moreover, I am not going to let the government  
25 march the witness through what would amount to a pre-summation

M1S8AVE1

1 or second summation, which to say you can lay a foundation, I  
2 will allow some brief testimony to explain what's what so the  
3 jury understands the chart, but you're not going to march  
4 through the entirety of it as if you were doing a summation.  
5 So you should be mindful of that.

6 Number two, just one housekeeping matter. In light of  
7 the fact that it seems like this trial will end sometime next  
8 week, I am going to tell the jury that and also tell them we  
9 are going to take a slightly different approach today and have  
10 a ten-minute break in the morning, around 11 or so, where I am  
11 going to have them go into the jury room here to stretch their  
12 legs and use the facilities, and then we will break for lunch  
13 at about 12:30. So everybody should be aware of that.

14 Other issues. The government filed a letter with  
15 respect to the willfulness instruction. We will take that up  
16 at the charge conference so we don't need to speak to that now.

17 There was a motion to compel compliance with the  
18 subpoena that was served on Mr. Avenatti. Let's talk about  
19 that.

20 Mr. Avenatti.

21 MR. SOBELMAN: Your Honor, we have one update, which  
22 is very early this morning, the defendant produced a single PDF  
23 containing what appears to be more than 5,000 pages of  
24 documents in response to the subpoena. We obviously haven't  
25 had a chance to review those yet. We don't know whether there

M1S8AVE1

1 is more coming, but we just wanted to update the Court as to  
2 that development.

3 THE COURT: Do you know what they are even if you  
4 haven't had a chance to review them?

5 MR. SOBELMAN: It's difficult for us to tell. Some of  
6 them appeared to relate to Ms. Daniels. It appears to be files  
7 from the server, but again, it's 5,000 pages and it was  
8 produced this morning.

9 THE COURT: Mr. Avenatti.

10 MR. AVENATTI: Your Honor, this isn't really of  
11 consequence, it was produced late last night. As your Honor is  
12 aware, we are continuing to attempt to review the data on the  
13 servers. The information produced to the government is  
14 responsive to the subpoena. It came from the servers. I  
15 believe it's over 5,000 pages of e-mails and attachments from  
16 the servers that are responsive to the subpoena. And we are  
17 continuing to review the information and produce it as we have  
18 a chance to review it, your Honor.

19 THE COURT: How much remains to be reviewed?

20 MR. AVENATTI: Your Honor, I can't answer that  
21 question because the servers are 20 terabytes, as we have noted  
22 previously. It's not as simple as just plugging them into a  
23 computer and doing a search.

24 THE COURT: Mr. Avenatti, in mid-December you  
25 identified, you said that your expert had identified relevant

M1S8AVE1

1 information to this case and identified very discrete  
2 categories of information that were on the server. I presume  
3 that you didn't make that representation to the Court on  
4 speculation. I presume that was because you had reason to  
5 believe that that information was on the servers, which means  
6 that you found it, which means that you should be able to  
7 access it, which means that because you have been under  
8 subpoena for three weeks now, you had an obligation to turn it  
9 over to the government, whether it is usable or not.

10 Am I wrong about any piece of that?

11 MR. AVENATTI: Well, your Honor, if I could clarify,  
12 if possible, please.

13 I believe the statement to the Court was that we  
14 believe this information was on the servers based on our review  
15 thus far. We then made efforts to get that information off the  
16 servers and produce it to the government. It's a very  
17 complicated process, your Honor. It's not as easy as just  
18 searching a name and then producing the data. So we have gone  
19 to a lot of effort to get this information. We are continuing  
20 to get the information. Some of the data is not accessible to  
21 us. For instance, the Tabs data contains all of the client  
22 financial information for the entire law firm. We are not able  
23 to segregate out the data only relating to Ms. Daniels, which  
24 is why we sought the relief we did in California and then  
25 before this Court. We would like to segregate out the Tabs

M1S8AVE1

1 data and provide it to the prosecution team here. We have been  
2 striving to do that. We too want the data. We don't have  
3 access to that data, your Honor, and that's the problem.

4 So we have made good faith efforts to get this data  
5 and produce it to the government, consistently over the last  
6 few weeks, and even prior to receiving the subpoena, your  
7 Honor.

8 THE COURT: Well, I am going to grant the motion to  
9 compel and you must comply with the subpoena. Turn over  
10 everything in your possession that is responsive to the  
11 subpoena, whether it is in usable format or not, no later than  
12 3 p.m. tomorrow. If you fail to do that, and the government  
13 demonstrates that you failed to do that, then we will talk  
14 about what relief the government is entitled to. But the  
15 bottom line is it's been three weeks. I understand that it's  
16 potentially complicated. You have had the servers in your  
17 possession since September, you have had an expert even before  
18 September to assist you in that; and, frankly, I just don't  
19 understand why you haven't been able to comply with the  
20 subpoena by this point.

21 So I am going to grant the motion to compel. Again,  
22 by 3 p.m. tomorrow, you are to turn over whatever remains to be  
23 turned over that is subject to the subpoena, and if you fail to  
24 do that, we will discuss what the consequences are.

25 Mr. Avenatti filed a motion this morning at about 8:15

M1S8AVE1

1 raising again the Tabs issue as a potential *Brady* issue. The  
2 upshot of the letter is that the government served a subpoena  
3 on the bankruptcy trustee in November 2020, but I gather  
4 withdrew the subpoena when told how much it would cost the  
5 government to get the data, and then obviously renewed it I  
6 think earlier this month.

7 Is that basically accurate, Mr. Sobelman?

8 MR. SOBELMAN: It's close, your Honor. We have served  
9 a total of three subpoenas. One a while back when we thought  
10 the trial was going to go much earlier. The bankruptcy trustee  
11 told us they could not comply without getting the bankruptcy  
12 court's permission and us funding the harvesting of that data,  
13 and they said it would take so long that it would have been not  
14 ready by the time that the trial at that time was set. As this  
15 trial date came closer, we served a second subpoena. We were  
16 told basically the same thing, except they said there was a  
17 possibility they could have the data ready for us, but that the  
18 cost was, in our view, exorbitant. We then served a third  
19 subpoena with a much narrower request and agreed to pay the  
20 cost, but we just learned yesterday that even though that data  
21 had been extracted, the bankruptcy trustee was denied  
22 permission by the bankruptcy court to comply with our subpoena.

23 So the long and short of it is, we have made efforts  
24 to get these materials, which, ironically, we did try to moot  
25 the issue that has been repeatedly raised by the defendant,



M1S8AVE1

1 essentially at his request. We have not been able to get any  
2 materials, and therefore there is nothing for us to share with  
3 the defendant.

4 THE COURT: Thank you.

5 The motion is denied as frivolous. The law is very  
6 clear the government has no obligation to obtain information  
7 that is not in its possession even if it could be helpful to  
8 the defense. That's number one. And the letter that Mr.  
9 Avenatti filed simply demonstrates that the government made  
10 some efforts to obtain information. The fact that it didn't  
11 obtain it is the key point. It has no obligation to turn over  
12 something that it doesn't have in its possession. It has no  
13 obligation to go out and do the defendant's work and obtain  
14 information on his behalf. And, most importantly, as I have  
15 now said repeatedly, Mr. Avenatti has had this in his  
16 possession since September of last year.

17 So the irony of this, I understand Mr. Avenatti  
18 succeeded in getting a mistrial on this basis in the California  
19 action. This action is just totally different. Number one, it  
20 involves different charges. Even more importantly, Mr.  
21 Avenatti has had the data since September. By contrast, the  
22 prosecution team does not have the data, which is why they  
23 served a subpoena on Mr. Avenatti for the data and why I  
24 granted the motion to compel that I did a few minutes ago.

25 So this is a red herring, a distraction, smoke and

M1S8AVE1

1 mirrors. I don't know what metaphor you want to use, but the  
2 bottom line is it's just a nonissue in this court. Mr.  
3 Avenatti has had the data. The law is clear. The government  
4 doesn't need to do his work for him. The law is also clear  
5 there is no *Brady* violation if information is in the possession  
6 of the defendant. As I said, I am writing an opinion that  
7 addresses some of these issues at greater length, and I will  
8 spell it out even more in that context, but the bottom line is  
9 it's frivolous and denied.

10 Anything else? My clerks are on their way to get the  
11 jury.

12 MR. SOBELMAN: Nothing from the jury.

13 THE COURT: Mr. Avenatti.

14 MR. AVENATTI: Nothing.

15 THE COURT: Let's get Ms. Daniels on the stand,  
16 please.

17 Mr. Avenatti, do you have any authority that would  
18 support your being able to recall a witness in your  
19 case-in-chief if you have an opportunity to ask questions on  
20 cross?

21 MR. AVENATTI: I hope I will be able to submit that to  
22 the Court on the break.

23 THE COURT: Well, until I give you a different ruling,  
24 you should plan accordingly and understand that you may not be  
25 allowed to recall a witness.

M1S8AVE1

1 MR. AVENATTI: I understand, your Honor.

2 Good morning, Ms. Daniels. You can have a seat and  
3 take off your mask. The jury will be with us in a moment.

4 (Continued on next page)

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

M1S8AVE1

(Jury present)

STEPHANIE CLIFFORD, resumed.

THE COURT: You may be seated.

Good morning. Welcome back, ladies and gentlemen.

Let me thank you again for being here on time and enabling us to start promptly. I very much appreciate it.

A couple of things before we resume Ms. Daniels's testimony. Number one, as I told you yesterday, I am monitoring the weather at the moment. It doesn't look like it will get here at a time that should impact anybody's ability to get home. So I think we will end at the normal time. But if that changes, I will obviously let you know and we will do what we need to do.

Number two, I am pleased to say that, although it may or may not always feel like it, we are actually making excellent progress in the case. Things could change. Obviously, something could happen, COVID or otherwise. But barring an unexpected disruption, I am expecting that you will begin your deliberations at sometime next week. Given that, and given that I think the schedule has been a little challenging, we are going to change it a little bit today. So mid-morning, sort of 11:00 or so, I am going to have a brief recess and just take you into the jury room here, as we did yesterday, give you an opportunity to stretch and use the facilities if you need to, keep it to about five or ten

M1S8AVE1

Clifford - Cross

1 minutes, and then we will go and break for lunch at about  
2 12:30, and see how that works. Again, since we are making good  
3 progress, I think we can alter things up a little bit.

4 Then, finally, we will pick up where we left off  
5 yesterday on cross-examination of Ms. Daniels.

6 Ms. Daniels, I remind you that you remain under oath.

7 And let me remind you, ladies and gentlemen, that Mr.  
8 Avenatti is obviously not testifying when he is asking her  
9 questions. So, naturally, because he is involved in some of  
10 the events that are being discussed, he makes reference to  
11 himself, but his questions are not evidence. I have told you a  
12 few times that it's only the answers that the witness gives and  
13 any exhibits that are admitted into evidence that is evidence  
14 that you may consider. I just want to remind you of that as we  
15 proceed.

16 With that, Mr. Avenatti, you may proceed.

17 CROSS-EXAMINATION (Cont'd)

18 BY MR. AVENATTI:

19 Q. Good morning, Ms. Daniels.

20 A. Good morning.

21 Q. How long have you been an actress?

22 A. Since 2002.

23 Q. So about 20 years?

24 A. Yes.

25 Q. And is it safe to say that in the course of being an

M1S8AVE1

Clifford - Cross

1 actress you have grown used to reading scripts?

2 A. Of course.

3 Q. And delivering lines, correct?

4 A. Correct.

5 Q. Before you testified yesterday, how many times did you  
6 communicate with the government about this case?

7 A. In person?

8 Q. In person or by phone or by Webex or Zoom.

9 A. Roughly six or seven.

10 Q. How many times did you communicate with the government in  
11 the last month about this case?

12 A. Minus one of those.

13 Q. So five or six?

14 A. Yes.

15 Q. In the last 30 days?

16 A. Yes.

17 Q. And collectively those totaled hours, correct?

18 A. Correct.

19 Q. And then you have also met with Mr. Brewster, your  
20 attorney, in preparation for your testimony in this case, have  
21 you not?

22 A. Correct.

23 Q. How many times have you communicated with Mr. Brewster as  
24 it relates to this case and your testimony?

25 A. Two or three.

M1S8AVE1

Clifford - Cross

1 Q. Is it your testimony that in the last three years you have  
2 only communicated with Mr. Brewster two or three times relating  
3 to your testimony in this case?

4 A. For trial prep, yes. He wasn't present.

5 Q. When did you meet with Mr. Brewster as it related to  
6 preparing to testify in this case?

7 A. Two days ago.

8 Q. How long did you meet for?

9 A. 30 minutes.

10 Q. Now, you are aware -- strike that.

11 The government yesterday asked you some questions  
12 about one of the instances in which you had said that you hoped  
13 that I was raped in prison. Do you recall those questions?

14 A. I do.

15 Q. And you know that millions of people follow your comments,  
16 do you not?

17 A. I do.

18 Q. And in September -- strike that.

19 On September 27, 2019, you published a podcast, did  
20 you not?

21 A. Perhaps. I don't know exact dates.

22 Q. And you had a podcast back in 2019 with a gentleman by the  
23 name of Dwayne Crawford, your tour manager, did you not?

24 A. Probably, yes.

25 Q. And during that podcast, you have stated that I was, quote,

M1S8AVE1

Clifford - Cross

1     fucking myself pretty nice and hard, and that when I go to  
2     prison, there will be a long line of people to ass rape me, did  
3     you not?

4     A.   I don't know.

5     Q.   Do you deny that you made those statements?

6             MR. SOBELMAN:  Objection.

7             THE COURT:  Overruled.

8     Q.   You can answer.

9     A.   I don't deny it.  I don't remember.

10    Q.   Do you recall back in September of '19, you stated that it  
11    was pretty handy that you had your own line of lube now because  
12    you could just bring me a gift basket in prison?

13    A.   Yes.

14    Q.   You said that, right?

15    A.   I believe it was on Twitter.

16    Q.   When your cohost stated that he wanted me to fucking  
17    suffer, you suggested that you could put Tabasco sauce in the  
18    lube, didn't you?

19    A.   He probably said that.

20    Q.   And you suggested that you could put Tobasco sauce in the  
21    lube that you would bring to me in prison so that I could be  
22    anally raped, right?

23    A.   Yes.

24    Q.   But that's not the only time that you have suggested  
25    publicly that you were looking forward to me being raped in



M1S8AVE1

Clifford - Cross

1 prison, is it?

2 A. We talked about Twitter, yes.

3 Q. So you have said it on your podcast and you have said it on  
4 Twitter, right?

5 A. Yes.

6 Q. And then in July of this year -- strike that.

7 In July of last year, only about six months ago, you  
8 went on a podcast with a woman by the name of Garcelle  
9 Beauvais, didn't you?

10 A. Yes.

11 Q. What does it mean to drop the soap?

12 A. That is a common reference to prison.

13 Q. In what way?

14 A. To drop the soap?

15 Q. Yes.

16 A. It's a gay term.

17 Q. What does it mean?

18 A. To have sex in prison.

19 Q. To have anal sex in prison, right?

20 A. I don't know.

21 Q. Well, you have understood the term "drop the soap" to mean  
22 when someone is in prison, if they drop the soap, another  
23 inmate may anally rape them, right?

24 A. Yes.

25 Q. And on this podcast Ms. Beauvais said, I hope he doesn't

M1S8AVE1

Clifford - Cross

1 drop anything, to which you responded, I do, over and over and  
2 over, didn't you?

3 A. I did.

4 Q. Have you ever falsely accused anyone of a crime?

5 A. Not to my knowledge.

6 Q. Now, you first made allegations relating to me, criminal  
7 allegations, in approximately February and March of 2019, is  
8 that correct?

9 A. Yes.

10 MR. AVENATTI: Your Honor, one moment.

11 Q. And, Ms. Daniels, around that same time, in February and  
12 March of 2019, according to you, you started experiencing  
13 unexplainable and frightening experiences in your home in New  
14 Orleans, isn't that true?

15 A. That was in March of 2019, correct.

16 Q. And this included, according to you, visible -- strike  
17 that -- physical attacks from invisible assailants, right?

18 A. Not to me.

19 Q. To other people in the home?

20 A. That was what they told me.

21 Q. Well, that's what you have written?

22 A. Yes.

23 Q. And you stand behind it?

24 A. Absolutely.

25 Q. And at that same time, you claim that you started

M1S8AVE1

Clifford - Cross

1 experiencing poltergeist phenomenon, right?

2 A. Yes.

3 Q. And shadow figures?

4 A. Yes.

5 Q. And unexplainable sounds and voices that prowled your home,  
6 right?

7 A. Yes.

8 Q. And these assailants, phenomenon, shadow figures, and  
9 sounds and voices invaded your life, and your relationship at  
10 the time, like a predatory animal. Those are your words,  
11 right?

12 A. Those are on the Spooky Babes show website.

13 MR. AVENATTI: Move to strike, your Honor.

14 THE COURT: Overruled.

15 Q. You didn't fabricate those words, did you?

16 A. I did not write them; they are press for our television  
17 show. But I stand behind them.

18 Q. Is it true?

19 THE COURT: Sustained as to form.

20 Q. Ms. Daniels, you have made these claims publicly, correct?

21 A. Of course. It's a television show.

22 Q. No, Ms. Daniels, that's not my question.

23 MR. SOBELMAN: Objection.

24 THE COURT: Just ask your question.

25 Q. Ms. Daniels, have you fabricated anything as it relates to

M1S8AVE1

Clifford - Cross

1 what I have just read for the purposes of your television show?

2 A. Absolutely not.

3 Q. So it's all true, what I just read happened, right?

4 A. Yes.

5 Q. And these experiences that you claim that you had started  
6 in March of 2019, and they escalated rapidly until they made  
7 life for you an impossibility, isn't that true?

8 A. Correct.

9 Q. And your then partner at the time questioned your sanity,  
10 did he not?

11 A. Yes. This is all documented.

12 Q. And your partner at the time was named what?

13 A. Denver Nicks.

14 Q. And Denver Nicks, back in 2018, served as your manager for  
15 a period of time, did he not?

16 A. Publicist.

17 Q. Is it your testimony that you never stated that Mr. Nicks  
18 was your manager?

19 A. He did not serve that job. I never had a manager.

20 Q. Did you ever tell anyone that Mr. Nicks was your manager?

21 A. I don't remember.

22 Q. So you may have?

23 A. Perhaps. He was my publicist.

24 Q. Mr. Nicks was never the director of your documentary, was  
25 he?

M1S8AVE1

Clifford - Cross

1 A. I don't have a documentary.

2 Q. So if someone were to say that he was the director of your  
3 documentary, would that be accurate, according to you?

4 MR. SOBELMAN: Objection.

5 THE COURT: Sustained.

6 Q. Now, I want to ask you some questions about this time  
7 period in the spring of March 2019, the spring in the month of  
8 March.

9 Now, during that time period, according to you, there  
10 was a portal in your house and a dark entity came through it,  
11 right?

12 A. That's what I was told by a medium.

13 Q. And according to you, this dark entity held down Mr. Nicks  
14 twice, right?

15 A. That is on the television show, yes.

16 Q. Ms. Daniels, I am asking you, have you ever made that  
17 claim?

18 A. Yes.

19 Q. Now, let's talk about this alleged television show. Has  
20 this show ever aired --

21 MR. SOBELMAN: Objection.

22 THE COURT: Sustained as to form.

23 Q. Ms. Daniels, has this show ever actually aired on  
24 television?

25 A. No. It is an editing with EQ Media.

M1S8AVE1

Clifford - Cross

1 MR. AVENATTI: Move to strike everything after "no" as  
2 nonresponsive, your Honor.

3 THE COURT: Denied.

4 Q. There has never been a single episode that has actually  
5 aired on television, am I correct about that?

6 A. Correct.

7 Q. According to you, because of this dark entity, Mr. Nicks  
8 attacked you, you saw him, his eyes turned black, and he put  
9 his hands on you, and he has not been the same since, right?

10 A. I don't know. I haven't seen him in two years.

11 Q. Well, isn't it true that you have previously stated that he  
12 attacked you due to this entity, that you saw him, his eyes  
13 turned black, and he put his hands on you?

14 A. Yes.

15 Q. And you have also claimed that he broke your collarbone  
16 because of this entity, right?

17 A. Correct.

18 Q. And you also claimed that you saw it happen, right?

19 A. What?

20 Q. You saw him break your collarbone.

21 A. I didn't see it. I felt it.

22 Q. According to you, Mr. Nicks was held under water in the  
23 bathtub, he came running upstairs, unprovoked, screamed at you,  
24 choked you so hard that he broke your collarbone, that he  
25 looked at you and there was no color or white in his eyes.

M1S8AVE1

Clifford - Cross

1 That's what you have claimed, right?

2 A. He told me about the bathtub. I was not present.

3 Q. But according to you, he came running upstairs, unprovoked,  
4 screamed at you, choked you so hard that he broke your  
5 collarbone, you looked at him and there was no color or white  
6 in his eyes, right?

7 A. Correct.

8 Q. Around the same time, according to you, Ms. Daniels, you  
9 started getting images in the house, right?

10 A. On film, yes.

11 Q. No. But you started getting visual images in your head of  
12 dead people in the home, right?

13 A. No.

14 Q. Have you ever said that?

15 A. Different time frame.

16 Q. On one occasion, according to you, you were standing in  
17 your kitchen and you remember feeling a woman's presence, but  
18 more strongly than normal, correct?

19 A. Correct.

20 Q. And you could actually see her and she was crying over a  
21 child that had passed away, right?

22 A. Correct.

23 THE COURT: Mr. Avenatti, can we get a time frame for  
24 this.

25 Q. In the spring of 2019, right?

M1S8AVE1

Clifford - Cross

1 A. Yes.

2 No. Sorry. That was fall, I believe.

3 Q. When did that happen?

4 A. I'm not sure.

5 Q. It's within the last three years, correct?

6 A. Between April 2019 and November 2019.

7 Q. According to you, when you saw this woman, she was standing  
8 there and she was sobbing and cutting her wrists, attempting to  
9 kill herself, right?

10 A. Yes.

11 Q. And all of a sudden the room morphed and you saw belongings  
12 and furniture that you didn't recognize as yours, correct?

13 A. I don't remember.

14 Q. And then you looked down and your whole arm was covered in  
15 blood, is that true?

16 A. Yes.

17 Q. And you don't remember opening the drawer, taking the knife  
18 out, or cutting yourself?

19 A. Correct.

20 Q. And at the time, you began to think that you were crazy?

21 A. Correct.

22 Q. And Mr. Nicks called you nuts and moved out?

23 MR. SOBELMAN: Objection.

24 THE COURT: I will allow it.

25 But ladies and gentlemen, not for the truth of



M1S8AVE1

Clifford - Cross

1 anything Mr. Nicks may or may not have said, just for Ms.  
2 Daniels's state of mind and her reactions.

3 Go ahead. You can answer.

4 A. He was not there.

5 Q. Have you ever said, My partner at the time was, like,  
6 you're nuts, and he moved out; he was, like, wouldn't hear it.  
7 Have you ever said that?

8 A. He moved out in April, I believe, before this incident.

9 MR. AVENATTI: Move to strike, your Honor.

10 THE COURT: Denied.

11 Q. Ms. Daniels, my question is this: Have you ever said, "My  
12 partner at the time was, like, you're nuts, and he moved out;  
13 he was, like, wouldn't hear it"?

14 MR. SOBELMAN: Objection.

15 THE COURT: I am going to sustain it.

16 Next question.

17 Q. And Ms. Daniels, you developed almost a weird obsession for  
18 the house, one that you still have, right?

19 A. Yes.

20 THE COURT: Can we clarify? Does she still have the  
21 house or the obsession? Can you clarify with a new question,  
22 please.

23 MR. AVENATTI: Sure.

24 Q. I am talking about the obsession. You have since moved out  
25 of the home, right?

M1S8AVE1

Clifford - Cross

1 A. Made a whole TV show about it, yes.

2 MR. AVENATTI: Move to strike as nonresponsive.

3 THE COURT: Denied.

4 Ms. Daniels, listen to the question and just answer  
5 the question.

6 THE WITNESS: All right.

7 THE COURT: The question was, you have since moved out  
8 of that house, is that correct?

9 A. Correct.

10 Q. But you still have a fascination with the house, correct?

11 A. I want answers, yes.

12 Q. And you have previously referred to the fact that the  
13 house, you have called the house a "she," and you have claimed  
14 that she has a name, right?

15 A. Yes.

16 Q. And from time to time, you pull up in an Uber and you look  
17 at the house and you talk to the house, right?

18 A. For filming.

19 Q. So it's make-believe?

20 A. It's documentation.

21 Q. You're not suggesting that it's make-believe or fabricated,  
22 are you?

23 A. No. I do go to the house, and we do film it.

24 Q. And you talk to the house?

25 A. Me with the whole team.

M1S8AVE1

Clifford - Cross

1 Q. And you talk to the house, right?

2 A. Yes.

3 Q. And according to you, these issues with the house led you  
4 to have severe health problems, right?

5 A. That's what I thought. Three other people have left in an  
6 ambulance since moving into the house.

7 MR. AVENATTI: Move to strike everything after "I  
8 thought" as nonresponsive.

9 THE COURT: Granted.

10 Ms. Daniels, answer the question and only the  
11 question, please.

12 Q. And at one point over the last three years, you have  
13 claimed that the experiences in the house led you to have a  
14 mass in your head?

15 A. An energy worker told me that, yes.

16 Q. Isn't it true that, in fact, you had scans?

17 A. Yes. Reiki scans.

18 Q. And the reiki scans showed a mass in your head?

19 A. Yes. A blockage was the term.

20 THE COURT: What kind of scan was that?

21 THE WITNESS: Reiki.

22 THE COURT: Do you know how to spell it?

23 THE WITNESS: R-E-I-K-I.

24 Q. And at one point within the last three years you were  
25 having memory loss and headaches, right?

M1S8AVE1

Clifford - Cross

1 A. Correct.

2 Q. And you were also bleeding from the eyes and the ears and  
3 the nose, according to you?

4 A. Documented, yes.

5 Q. Your hair was falling out and you had a tumor, according to  
6 you, right?

7 A. That's what they thought. Luckily I was wrong.

8 Q. Well, isn't it true that in April 2021, you stated, My hair  
9 was falling out, I was bleeding at one point, I had a tumor,  
10 they had, like, a mass, as soon as I moved out, it went away,  
11 isn't that true?

12 A. Yes.

13 MR. SOBELMAN: Objection.

14 THE COURT: Sustained. The jury will disregard that  
15 answer.

16 Q. Ms. Daniels, isn't it true that in April of 2021 you  
17 claimed --

18 THE COURT: Mr. Avenatti.

19 MR. AVENATTI: Yes.

20 THE COURT: I sustained the objection.

21 MR. AVENATTI: I thought it was to form.

22 THE COURT: It was, but you have to come up with a  
23 different form.

24 MR. AVENATTI: I am going to try.

25 THE COURT: Thank you.

M1S8AVE1

Clifford - Cross

1 Q. Ms. Daniels, you have previously claimed that you had a  
2 tumor, and as soon as you moved out, it went away, true?

3 A. Luckily it was stress, yes.

4 Q. As you previously stated, I'm pretty sure coming forward  
5 and saying that I talk to dead people are ruining my court  
6 cases, because there is your insanity like dismissal, you know.

7 A. What was the question?

8 MR. AVENATTI: Could I have it read back, your Honor?

9 THE COURT: As you previously stated, I'm pretty sure  
10 coming forward and saying that I talk to dead people are  
11 ruining my court cases, because there is your insanity like  
12 dismissal, you know.

13 A. Is the question that I said that?

14 Q. Yes.

15 A. Yes.

16 Q. Have you previously stated, I should keep my mouth shut  
17 because me going around saying I see dead people and I hear  
18 voices can have a pretty terrible effect on these open court  
19 cases?

20 MR. SOBELMAN: Objection.

21 THE COURT: Overruled.

22 A. Yes, I said that.

23 Q. Now, you started experiencing these -- strike that.

24 You started having these experiences, according to  
25 you, in March of 2019, but you didn't form the Spooky Babes

M1S8AVE1

Clifford - Cross

1 show until 2020, did you?

2 A. It took a long time to shop it, yes.

3 Q. I am not talking about shopping it.

4 Isn't it true, Ms. Daniels, that according to your  
5 website, you founded Spooky Babes in 2020, a year after?

6 A. Correct.

7 Q. A year after you started experiencing all of these things  
8 you have been talking about, right?

9 A. Correct. That's when we get our trademark and all that  
10 stuff.

11 Q. How do you speak with the dead?

12 A. I don't know. It just happens sometimes.

13 Q. What do you mean it just happens sometimes?

14 A. Cards, meditation.

15 Q. Do the dead speak back to you; they communicate to you?

16 A. Yes.

17 Q. Are you able to have conversations with them?

18 A. Sometimes. We record them.

19 Q. How do you see into people's homes from the outside?

20 A. It's called remote viewing. We record that as well.

21 Q. What do you mean remote viewing?

22 A. That's what it's called.

23 Q. How does it work?

24 A. I have no idea. That's why I have the show. I want to  
25 learn about these things.

M1S8AVE1

Clifford - Cross

1 Q. Well, you're not suggesting that you can actually stand  
2 outside someone's home and see what's going on inside, are you?

3 A. I don't know how it works. That's the premise of the show.

4 Q. But, Ms. Daniels, are you able to stand outside of a  
5 residence and actually see what's going on inside?

6 A. Sometimes. But what happened.

7 Q. What is Scooby-Dooing?

8 A. That's a cartoon about people who solve crimes. It means  
9 take off running after clues.

10 Q. But you refer to yourself having the ability to be put in a  
11 trance and then run around and solve crimes, right?

12 A. All in the show, yes.

13 Q. Are you actually able to do that?

14 A. Yes.

15 MR. SOBELMAN: Objection.

16 THE COURT: Overruled.

17 Q. I'm sorry. The answer was yes?

18 A. Yes.

19 Q. I want to talk to you for a moment about Susan, who you  
20 claim is a haunted doll, right?

21 A. Correct.

22 Q. According to you, Susan walks, right?

23 A. I have never seen her walk.

24 Q. According to you -- have you claimed that she walks?

25 A. No. I have seen her be in a different spot. I don't know

M1S8AVE1

Clifford - Cross

1 how she got there.

2 Q. You have claimed that she has the ability to talk, right?

3 A. Yes.

4 Q. She has the ability to call you mommy, right?

5 A. Anyone who has seen the YouTube video knows this, yes.

6 THE COURT: Ms. Daniels, just answer the question and  
7 only the question. All right?

8 Q. She has the ability, according to you, to play the piano,  
9 right?

10 A. Someone else saw that, not me.

11 Q. But you believe it?

12 A. I believe they were telling the truth, yes.

13 Q. According to you, on one occasion you were in a home and  
14 Susan the doll was buckled into the backseat of a car in the  
15 driveway, you heard her call out mommy, mommy, you ran out of  
16 the home, opened the backseat, Susan was unbuckled face-down on  
17 the floor, right?

18 A. That is what happened. I don't know how it happened.  
19 There were ten people there.

20 Q. But you remember her calling you mommy, mommy?

21 A. We heard her voice outside, yes.

22 Q. You heard her call you mommy, mommy?

23 A. I don't know if it was her. We assume.

24 Q. Well, you have previously stated that you heard Susan call  
25 you mommy, mommy during this incident?



M1S8AVE1

Clifford - Cross

1 A. Yes.

2 Q. Now, you mentioned that you read tarot cards for  
3 entertainment. Do you remember that yesterday?

4 A. Yes.

5 Q. In fact, you charge people for reading tarot cards, right?

6 A. Technically, oracle cards, but yes.

7 Q. And you advertise your services on the internet so that  
8 people will come to you from all of the country to have you  
9 read their cards?

10 A. All over the world, yes.

11 Q. And you make money from that?

12 A. I do.

13 Q. You claim, in connection with that, that you can  
14 communicate with these people's dead relatives, right?

15 A. Sometimes.

16 Q. And that you can also see into the future as to what is  
17 going to happen to them, right?

18 A. No.

19 Q. What do you claim that you can see by reading these people  
20 from all over the world who pay you money for reading their  
21 tarot cards?

22 A. That's their private information.

23 Q. I am not asking for any specifics. Generally speaking,  
24 what is your talent and skill set as it relates to being able  
25 to tell someone who comes to you anything about them by reading

M1S8AVE1

Clifford - Cross

1 their cards?

2 A. I have learned the meaning of all of the cards. I shuffle  
3 and they ask a question, the card hits the table, and I tell  
4 them the definition of each card. It all depends on what their  
5 questions are.

6 Q. You believe you are a medium, correct?

7 A. Correct.

8 THE COURT: Can you just tell us what your  
9 understanding of that term is, what is a medium?

10 THE WITNESS: A medium is considered someone who  
11 communicates with spirits. Nonliving, sorry, to be specific.

12 Q. Who David Karbley?

13 A. David Karbley is my bus driver.

14 Q. Your former bus driver?

15 A. Correct. Sorry. Yes.

16 Q. You previously told the government that you spoke to him  
17 about the book deal, correct?

18 MR. SOBELMAN: Objection. Hearsay.

19 THE COURT: Sustained.

20 A. I don't remember.

21 THE COURT: Ms. Daniels, if I sustain an objection,  
22 please don't answer.

23 So the jury will disregard the answer.

24 Q. Who are the dragons?

25 A. Brandon and Travis. They are security office officers.

M1S8AVE1

Clifford - Cross

1 Q. What are their full names, for the benefit of the jury?

2 A. Brandon Parraway and Travis Miller.

3 MR. AVENATTI: Could I please have Government Exhibit  
4 702.

5 Next page, please.

6 Can we blow up the box in the right-hand corner,  
7 please.

8 Q. Ms. Daniels, can you see that?

9 A. Yes.

10 Q. You see where it says Brandon, and I think it's misspelled,  
11 but P-A-R-R-A-W-A-Y?

12 A. Yes.

13 Q. Is that the gentleman you were just referring to who is one  
14 of your security officers?

15 A. Yes.

16 MR. AVENATTI: We can take that down.

17 Q. Why do you call them your dragons?

18 A. Because we use code names when checking into hotels and  
19 things like that for security reasons. And somehow they ended  
20 up calling me Danny, which was short, as an inside joke, for  
21 Daenerys Stormborn from Game of Thrones. And anyone familiar  
22 with the show knows that her protectors were her dragons.

23 Q. You really liked that nickname, right?

24 A. Yeah, of course.

25 Q. And so you nicknamed them the dragons from Game of Thrones?

M1S8AVE1

Clifford - Cross

1 A. Yes.

2 Q. Now, you have previously gone on various podcasts and  
3 interviews and you have discussed your book payments, haven't  
4 you?

5 A. I'm not sure. Likely.

6 Q. You know who Michael Cohen is, correct?

7 A. Of course.

8 Q. And Michael Cohen is here today, right?

9 A. I saw him when I walked in.

10 MR. SOBELMAN: Objection.

11 THE COURT: Sustained.

12 Q. Now, Ms. Daniels, you have gone on Mr. Cohen's podcast on  
13 two occasions and you have discussed your book payments,  
14 correct?

15 A. Correct.

16 Q. Have you been honest when you have made statements on  
17 Mr. Cohen's podcast about your book payments?

18 A. Absolutely.

19 Q. 100 percent?

20 A. To the best of my memory, yes.

21 Q. Well, you just said absolutely.

22 A. Yes.

23 Q. Isn't it true that on -- strike that.

24 Isn't it true that in February of 2021, you went on  
25 Mr. Cohen's podcast and you stated, I did get my first couple

M1S8AVE1

Clifford - Cross

1 of checks?

2 A. Yeah.

3 Q. Now, there were four payments under the book deal, correct?

4 A. Correct.

5 Q. And what was the last big check?

6 A. Are you asking amount? I don't understand.

7 Q. Well, the fourth payment was the last big check, right?

8 A. Correct.

9 Q. OK. Isn't it true that on this podcast in February 2021,  
10 you said, But my last big check he intercepted by forging my  
11 signature, and I have yet to see an accurate royalty statement?  
12 Isn't it true that's what you said?

13 A. I'm not sure.

14 Q. Do you deny it?

15 A. No.

16 Q. Is that true?

17 MR. SOBELMAN: Objection.

18 THE COURT: Sustained as to form.

19 Q. Ms. Daniels, you don't dispute that statement, do you?

20 MR. SOBELMAN: Objection.

21 THE COURT: Sustained as to form.

22 Q. Then in September 2021, you went back on Mr. Cohen's  
23 podcast, didn't you?

24 A. I believe that was the date.

25 Q. During that podcast, you said that you got your first two

M1S8AVE1

Clifford - Cross

1 payments, quote, no issue, close quote, right?

2 A. I don't remember.

3 Q. Do you deny it?

4 A. No.

5 MR. SOBELMAN: Objection.

6 THE COURT: Overruled.

7 The witness said no.

8 Q. You then said on the podcast that you didn't get your other  
9 two payments, didn't you?

10 A. I don't remember.

11 Q. Do you deny saying that?

12 A. This was before I knew --

13 MR. AVENATTI: Move to strike.

14 THE COURT: Just answer the question.

15 A. I don't remember.

16 Q. Well, this was in September of 2021?

17 A. Correct.

18 Q. All right. And we established yesterday that you have,  
19 according to you, a, quote, perfect, close quote, memory, do  
20 you remember that?

21 A. Photographic memory.

22 Q. So my question to you is, isn't it true that you said on  
23 Mr. Cohen's podcast, only four months ago, that you didn't get  
24 your other two payments, the last two payments?

25 MR. SOBELMAN: Objection. Asked and answered.

M1S8AVE1

Clifford - Cross

1 THE COURT: Sustained.

2 Q. Ms. Daniels, have you ever claimed that in fact you did not  
3 get the last two payments?

4 A. I don't remember.

5 Q. So you may have?

6 A. Maybe.

7 MR. AVENATTI: Your Honor, one moment, please.

8 Q. Now, Ms. Daniels, within the last year, you have also  
9 claimed that the federal government planted 16 false criminal  
10 charges on your criminal record, have you not?

11 A. I did not say that.

12 (Continued on next page)

13

14

15

16

17

18

19

20

21

22

23

24

25

MlsWave2

Clifford - Cross

1 BY MR. AVENATTI:

2 Q. Is it your testimony that you never gave an interview to  
3 CNN where you said that there were false criminal charges on  
4 your record?

5 A. I said there were false charges placed on my FBI record. I  
6 never accused the FBI. As a matter of fact, they helped me  
7 resolve it.

8 MR. AVENATTI: Your Honor, move to strike everything  
9 after "accused" as nonresponsive.

10 THE COURT: All right. Let's leave it as it is.

11 Next question.

12 BY MR. AVENATTI:

13 Q. Ms. Daniels, isn't it true that when you met with the  
14 government in connection with this case, you claimed that there  
15 were these false charges on your record, and you had been  
16 detained at the Canadian border because of the false charges?

17 A. I was --

18 MR. SOBELMAN: Objection. Hearsay.

19 THE COURT: Sustained.

20 BY MR. AVENATTI:

21 Q. Ms. Daniels, did you previously -- strike that.

22 According to you, within the last couple years, you were  
23 detained at the Canadian border because of 16 false criminal  
24 charges on your FBI record, right?

25 MR. SOBELMAN: Objection.



MlsWave2

Clifford - Cross

1 THE COURT: Overruled.

2 Q. Yes or no.

3 A. I was detained at the Canadian border with false charges on  
4 my record. That is correct.

5 Q. Now, yesterday, you were shown a text message by the  
6 government from February of 2019 where you forwarded

7 Mr. Brewster's contact information to me and told me that he  
8 was your new attorney. Do you recall that?

9 A. Yes.

10 Q. And you sent that text message after you received my letter  
11 of termination, didn't you?

12 A. I don't remember.

13 Q. Do you deny that?

14 A. It was the same day.

15 MR. SOBELMAN: Objection.

16 THE COURT: Hold on.

17 Overruled.

18 BY MR. AVENATTI:

19 Q. Do you deny that you only sent me that text message with  
20 the contact information for Mr. Brewster after I terminated you  
21 as a client?

22 A. I don't remember. Same day.

23 Q. Do you deny it?

24 A. No.

25 MR. SOBELMAN: Objection.

MlsWave2

Clifford - Cross

1 THE COURT: Overruled.

2 Ladies and gentlemen, let me just remind you again, as  
3 I did this morning, that Mr. Avenatti's questions are not  
4 evidence. It is only the witness's testimony that is evidence.

5 BY MR. AVENATTI:

6 Q. Ms. Daniels, during the course of our relationship, we  
7 communicated via WhatsApp, correct?

8 A. Correct.

9 Q. We communicated by iMessage, correct?

10 A. No.

11 Q. And we communicated via email, correct?

12 A. Correct.

13 Q. So WhatsApp and email but not iMessage?

14 A. I didn't have an iPhone.

15 Q. WhatsApp, email, and text message?

16 A. Text message.

17 Q. Yes?

18 A. Yes.

19 Q. On the five to seven occasions that you met with the  
20 government, did the government ever ask you to examine your  
21 phone?

22 MR. SOBELMAN: Objection.

23 THE COURT: Overruled.

24 A. I gave them my phone.

25 Q. Because they asked for it?

MlsWave2

Clifford - Cross

1 A. Yeah.

2 Q. Did they ever ask you to image your phone?

3 MR. SOBELMAN: Objection.

4 THE COURT: Overruled.

5 You can answer.

6 THE WITNESS: I don't really understand.

7 MR. AVENATTI: Let me ask a better question.

8 Q. Did they ever ask you for your phone so they could plug it  
9 into a computer and take a forensic image of your phone?

10 A. I believe so. They took my phone.

11 Q. For how long?

12 A. Seems like forever. I don't remember.

13 Q. I mean was it more than a day?

14 A. No.

15 Q. Did they leave the room with the phone?

16 A. No.

17 Q. Did you observe them plug your phone into any computer to  
18 image it?

19 A. They plugged it in. I don't know what the equipment is.  
20 They copied my WhatsApp messages.

21 Q. Off your phone?

22 A. Correct.

23 Q. Do you know if they copied anything else?

24 A. I don't know.

25 Q. Who was there when they plugged it in and copied this data

MlsWave2

Clifford - Cross

1 off your phone?

2 MR. SOBELMAN: Objection, your Honor.

3 THE COURT: Sustained.

4 BY MR. AVENATTI:

5 Q. Now, Ms. Daniels, no one can tell you what to do, correct?

6 A. Correct.

7 MR. SOBELMAN: Objection.

8 THE COURT: The witness answered.

9 Next question.

10 BY MR. AVENATTI:

11 Q. And in February of 2018, you sought out an attorney, and  
12 then you chose and hired one, right?

13 A. Correct.

14 Q. And that attorney was me, right?

15 A. Say the date again, please.

16 Q. February 2018.

17 A. Correct.

18 Q. Have you ever claimed that you did not pick me and that you  
19 had no choice but to hire me?

20 A. Yes.

21 Q. Was that true?

22 A. Yes.

23 Q. So it's your testimony that, actually, you did not pick me  
24 and you had no choice but to hire me?

25 MR. SOBELMAN: Objection. Asked and answered.

MlsWave2

Clifford - Cross

1 THE COURT: Sustained.

2 BY MR. AVENATTI:

3 Q. Ms. Daniels, did you pick me or not?

4 MR. SOBELMAN: Objection.

5 THE COURT: Sustained.

6 BY MR. AVENATTI:

7 Q. Ms. Daniels, is it your testimony that you did not have a  
8 choice and had to hire me?

9 MR. SOBELMAN: Same objection.

10 THE COURT: Same ruling.

11 BY MR. AVENATTI:

12 Q. Ms. Daniels, you voluntarily picked me to be your attorney,  
13 right?

14 MR. SOBELMAN: Objection.

15 THE COURT: I'll allow that. Overruled.

16 A. Can you repeat the question, please?

17 Q. Sure. You voluntarily chose me to be your attorney,  
18 correct?

19 A. I was out of options.

20 Q. And the reason why, according to you, you were out of  
21 options was because no one would take your case without a lot  
22 of money paid up front, right?

23 A. That was one of the reasons.

24 Q. What was the other reason or reasons?

25 A. Some were just afraid. I didn't know who else to call, and

MlsWave2

Clifford - Cross

1 I was out of time, because I thought I had hired an attorney --  
2 or was going to hire an attorney. Sorry.

3 Q. Now, I never sought you out initially for representation,  
4 correct?

5 A. Not to my knowledge.

6 Q. And you didn't have a huge amount of money to put down for  
7 a retainer at that time, did you?

8 A. No, I did not.

9 Q. Now, before we met at the Waldorf Astoria, we had never  
10 spoken before on the phone, right?

11 A. We had not.

12 Q. And do you recall any instance in 2018 where you and me and  
13 a guy by the name of Sean Macias ever spoke together on a phone  
14 call?

15 A. Not that I recall.

16 Q. Now, yesterday, you testified that at the time the  
17 attorney-client fee agreement was signed --

18 MR. AVENATTI: And why don't we get that, if we could.  
19 Thank you, Juliet. GX3.

20 Q. Can you see that?

21 A. Yes.

22 Q. All right. I want to make sure that I understand your  
23 testimony. Yesterday, you testified that we met on the 26th of  
24 February, we met again on February 27 at the restaurant, right?

25 A. Correct.

MlsWave2

Clifford - Cross

1 Q. You paid me a hundred dollars, right?

2 A. Correct.

3 Q. I had this fee agreement with me, exhibit 3, you read it,  
4 and signed it, correct?

5 A. Correct.

6 Q. And you're sure about that?

7 A. Yes. I was there.

8 Q. And you're as sure about that as you are about the rest of  
9 your testimony that you gave to the jury yesterday, correct?

10 MR. SOBELMAN: Objection.

11 THE COURT: Sustained.

12 BY MR. AVENATTI:

13 Q. Ms. Daniels, are you any less sure that that actually  
14 happened the way that you've testified to; are you unclear  
15 about that in any way?

16 MR. SOBELMAN: Objection.

17 THE COURT: Sustained.

18 BY MR. AVENATTI:

19 Q. Ms. Daniels, isn't it true that, in fact, this agreement  
20 was not signed on February 27 in Los Angeles, California; it  
21 was signed in your kitchen in Pawnee, Texas, about a week to  
22 ten days later?

23 A. No.

24 Q. You're sure about that?

25 A. I believe that's when you gave me your signed copy.

MlsWave2

Clifford - Cross

1 Q. You're sure about that?

2 MR. SOBELMAN: Objection.

3 THE COURT: Overruled.

4 BY MR. AVENATTI:

5 Q. I'm sorry. The answer is yes?

6 A. You gave me your signed copy, I believe, yes.

7 Q. You're sure that you signed this agreement in late  
8 February, not in early March at your home?

9 MR. SOBELMAN: Objection.

10 THE COURT: Sustained.

11 BY MR. AVENATTI:

12 Q. Now, you have described this contract as a "terrible deal"  
13 from me, right?

14 A. I said that.

15 Q. And you've also claimed that I was supposed to get a  
16 percentage of any cases that I won for you, right?

17 A. Correct.

18 Q. Can you please show me where in Government Exhibit 3 that  
19 it says that?

20 A. It doesn't.

21 Q. You have also said that if I wanted money from the book  
22 deal, I should have asked for it and put it in our contract,  
23 right?

24 A. You should have made a separate contract, as this one  
25 states, yes.



MlsWave2

Clifford - Cross

1 MR. AVENATTI: Move to strike, your Honor.

2 THE COURT: Denied.

3 BY MR. AVENATTI:

4 Q. Ms. Daniels, isn't it true that you had said that if I  
5 "wanted money from the book deal" that I should have, quote,  
6 asked for it and put it in our contract?

7 MR. SOBELMAN: Objection. Same question, your Honor.

8 THE COURT: Sustained.

9 MR. AVENATTI: Let's blow up paragraph 4, please.

10 Q. I want to focus your attention on the last sentence of the  
11 paragraph.

12 A. OK.

13 Q. "In addition, in the event attorney assists clients in  
14 finalizing any book or media opportunity" -- we'll stop right  
15 there.

16 Ms. Daniels, did I assist you over the course of late  
17 February 2018 to February 2019 in finalizing any book or media  
18 opportunity? Yes or no.

19 A. Yes.

20 Q. The contract continues: "that results in clients being  
21 paid." Do you see that?

22 A. I do.

23 Q. Were you paid from those book or media opportunities?

24 A. Some of them, yes.

25 Q. "Attorney and client agree that attorney shall be

MlsWave2

Clifford - Cross

1 entitled" -- you understood that that meant that I would be  
2 entitled if those things occurred, right?

3 A. You're very entitled, yes.

4 Q. "To a reasonable percentage" -- did I read that correctly?

5 A. You did.

6 Q. "To be agreed upon between clients and attorney." Did I  
7 read that correctly?

8 A. You did.

9 Q. And you read that and understood it, that clause, when this  
10 agreement was signed, correct?

11 A. Correct.

12 Q. Now let's talk about this word "reasonable." When you  
13 work, do you expect to be paid?

14 A. Of course.

15 Q. Why do you say of course?

16 A. That's how we survive.

17 Q. And you knew prior to February of 2018 that attorneys  
18 generally don't work for free, didn't you?

19 MR. SOBELMAN: Objection.

20 THE COURT: Sustained -- sorry. Overruled.

21 BY MR. AVENATTI:

22 Q. Do you want me to ask --

23 A. Please. I'm sorry.

24 Q. No problem.

25 Ms. Daniels, you knew when you signed this contract that

MlsWave2

Clifford - Cross

1 attorneys don't generally work for free, correct?

2 A. That's why I was shocked when you would.

3 Q. So you understood that I was working for free? Yes or no.

4 A. For a hundred dollars.

5 Q. Now, you generally understood that attorneys take fees for  
6 their work, right?

7 A. Often.

8 Q. Well, almost always, correct?

9 MR. SOBELMAN: Objection.

10 Q. Based on your experience?

11 MR. SOBELMAN: Objection.

12 THE COURT: Sustained.

13 BY MR. AVENATTI:

14 Q. Ms. Daniels, at the time that you signed the contract, did  
15 you have the understanding that attorneys often take fees for  
16 their legal work?

17 MR. SOBELMAN: Objection.

18 THE COURT: Sustained.

19 BY MR. AVENATTI:

20 Q. Now, Ms. Daniels, this was not the first fee agreement that  
21 you had signed with a lawyer, was it?

22 MR. SOBELMAN: Objection. Prior ruling.

23 THE COURT: Sustained.

24 BY MR. AVENATTI:

25 Q. Ms. Daniels, you had experience hiring attorneys and

MlsWave2

Clifford - Cross

1 arranging for them to get paid on a percentage basis, did you  
2 not?

3 MR. SOBELMAN: Objection. Prior ruling.

4 THE COURT: Sustained.

5 BY MR. AVENATTI:

6 Q. Ms. Daniels, my office prepared a legal complaint for you  
7 to file in connection -- strike that.

8 My office prepared a legal complaint and arranged for  
9 a lawsuit to be filed on your behalf in Columbus, Ohio,  
10 relating to your false arrest, didn't we?

11 A. I don't know.

12 Q. Ms. Daniels, isn't it true that my office prepared a legal  
13 complaint, which is the first document that is filed in a  
14 lawsuit, and that we provided it to you in 2018 for your  
15 review?

16 MR. SOBELMAN: Objection. Form.

17 THE COURT: Sustained as to form.

18 BY MR. AVENATTI:

19 Q. Ms. Daniels, isn't it true that my office prepared what's  
20 called a complaint and provided it to you for your review in  
21 2018?

22 THE COURT: Sustained as to form.

23 BY MR. AVENATTI:

24 Q. Ms. Daniels, do you recall my office preparing any  
25 documents and providing them to you for your review relating to

MlsWave2

Clifford - Cross

1 a potential lawsuit in Ohio?

2 MR. SOBELMAN: Objection.

3 THE COURT: Sustained as to form.

4 It's a compound question, Mr. Avenatti. Break it up,  
5 please.

6 BY MR. AVENATTI:

7 Q. Ms. Daniels, do you recall receiving any documents from my  
8 office relating to a potential lawsuit in Ohio?

9 A. Yes.

10 Q. And do you recall that one of those documents is what is  
11 called a complaint?

12 A. I don't know.

13 MR. AVENATTI: Your Honor, one moment, please?

14 THE COURT: Mr. Avenatti.

15 MR. AVENATTI: Yes, your Honor. I'm just trying to  
16 locate one document. I'm sorry.

17 Let's go to the top of ST29, for the witness only,  
18 please.

19 Q. Ms. Daniels, directing your attention to the top of ST29,  
20 does that refresh your recollection that in November 2018 you  
21 were asked to review the complaint for the Columbus case that  
22 my office had prepared?

23 THE COURT: All right. Ms. Daniels, let me explain  
24 the nature of the question. Just look at the exhibit that's  
25 depicted on the screen. Take a moment to read it. When you

MlsWave2

Clifford - Cross

1 have read it, I want you to look up and indicate that you have  
2 read it. OK?

3 THE WITNESS: All right.

4 THE COURT: And don't answer yet. Just look at the  
5 document.

6 THE WITNESS: OK.

7 THE COURT: You've read it?

8 THE WITNESS: Yes.

9 THE COURT: So the question is not what the document  
10 says or doesn't say or what the document is. That's not  
11 relevant. The question is looking at that document, does it  
12 refresh your recollection that you were asked in November 2018  
13 to review the complaint for the Columbus case that Mr.  
14 Avenatti's office prepared.

15 So sitting here today, does this refresh your  
16 recollection?

17 THE WITNESS: Yeah. OK. I understand.

18 THE COURT: OK. So what's the answer to that  
19 question?

20 THE WITNESS: Yes.

21 BY MR. AVENATTI:

22 Q. Now, that case was ultimately settled, correct?

23 THE COURT: Let's take the exhibit off the screen,  
24 please.

25 You can answer.

MlsWave2

Clifford - Cross

1 A. Yes. Clark Brewster handled that case for me.

2 Q. Clark Brewster?

3 A. And Chase Mallory.

4 Q. They handled the case after it was filed, correct?

5 A. They refiled it differently. Yes.

6 Q. And that case was settled for \$450,000, correct?

7 A. Correct.

8 Q. And you paid a percentage to your attorneys for their work  
9 on that case, did you not?

10 MR. SOBELMAN: Objection.

11 THE COURT: Overruled.

12 A. They got a percentage of the winnings, yes.

13 Q. And that percentage was 40 percent, wasn't it?

14 MR. SOBELMAN: Objection.

15 THE COURT: Sustained.

16 BY MR. AVENATTI:

17 Q. What was the percentage that you paid to your attorneys for  
18 handling that case?

19 MR. SOBELMAN: Objection.

20 THE COURT: Sustained.

21 BY MR. AVENATTI:

22 Q. Was the percentage you paid to your attorneys reasonable?

23 MR. SOBELMAN: Objection.

24 THE COURT: Sustained.

25 BY MR. AVENATTI:

MlsWave2

Clifford - Cross

1 Q. How much of the \$450,000 did you receive?

2 MR. SOBELMAN: Objection.

3 THE COURT: Sustained.

4 MR. AVENATTI: Now, let's go back to GX3, if we could,  
5 please.

6 Q. This was not the first fee agreement that you had ever  
7 signed, am I right about that?

8 MR. SOBELMAN: Objection.

9 THE COURT: Sustained.

10 BY MR. AVENATTI:

11 Q. You previously had a fee agreement with an attorney by the  
12 name of Keith Davidson, am I right about that?

13 MR. SOBELMAN: Objection.

14 THE COURT: Sustained.

15 Mr. Avenatti, we've been here before. New line,  
16 please.

17 BY MR. AVENATTI:

18 Q. Have you ever paid Mr. Davidson legal fees for the work  
19 he's done?

20 MR. SOBELMAN: Objection. Prior ruling.

21 THE COURT: Sustained.

22 BY MR. AVENATTI:

23 Q. Would you agree that me and my law firm, during the year  
24 2018, did a lot of work for you? Yes or no.

25 A. You did --



MlsWave2

Clifford - Cross

1 Q. Yes or no, Ms. Daniels.

2 A. Yes.

3 Q. Now, Ms. Daniels, this is the book that we've been  
4 discussing, right?

5 MR. SOBELMAN: Objection.

6 THE COURT: Sustained.

7 If it's not in evidence, please do not display it to  
8 the jury.

9 BY MR. AVENATTI:

10 Q. Ms. Daniels, I believe you testified late yesterday that  
11 everything in the book is true. Am I right about that?

12 MR. SOBELMAN: Objection. Asked and answered.

13 THE COURT: Sustained.

14 MR. AVENATTI: I'm just trying to orient everyone.

15 THE COURT: I think we're oriented. Next question,  
16 please.

17 MR. AVENATTI: Fair enough, your Honor.

18 Q. The words in the book are your words, is that right?

19  
20 MR. SOBELMAN: Objection. Asked and answered.

21 THE COURT: Sustained.

22 BY MR. AVENATTI:

23 Q. Ms. Daniels, you dedicated the book: "To my smart, brave,  
24 beautiful daughter. You remind me every day what truly  
25 matters."

MlsWave2

Clifford - Cross

1 MR. SOBELMAN: Objection. Relevance.

2 THE COURT: Sustained.

3 BY MR. AVENATTI:

4 Q. Ms. Daniels, isn't it true that I wrote the dedication to  
5 your book?

6 MR. SOBELMAN: Objection. Relevance.

7 THE COURT: Overruled.

8 A. Yes, you wrote that, and I approved it.

9 Q. And I wrote it because you asked me who you should dedicate  
10 your book to and what it should say, true?

11 A. True.

12 Q. And I suggested that you dedicate it to your daughter, and  
13 you asked me to write something, and that's what I wrote and  
14 you used, true?

15 THE COURT: Sustained.

16 BY MR. AVENATTI:

17 Q. Now, Ms. Daniels, you have understood since you signed the  
18 book contract that the total amount of money you were to  
19 receive under the contract would be dependent on book sales,  
20 right?

21 A. Past the advance, yes.

22 THE COURT: Can you just explain what you mean by past  
23 the advance.

24 THE WITNESS: Additional fees over 800,000.

25 THE COURT: Just tell me your understanding, what you

MlsWave2

Clifford - Cross

1 meant by that phrase "past the advance."

2 THE WITNESS: That I was guaranteed 800,000 and a  
3 percentage once the advance was earned back.

4 BY MR. AVENATTI:

5 Q. And when you say earned back, you mean once enough books  
6 sold beyond a certain level where the publisher earned back the  
7 \$800,000 they had paid you, right?

8 A. That's how that worked, yes.

9 Q. And that has not happened as it relates to your book?

10 A. I haven't received any additional payments. No.

11 Q. How many copies of your book have been sold?

12 MR. SOBELMAN: Objection. Relevance.

13 THE COURT: Sustained.

14 BY MR. AVENATTI:

15 Q. Ms. Daniels, you previously claimed that 390,000 copies of  
16 your book were sold in the first three weeks, and you knew that  
17 to be untrue, didn't you?

18 A. No. That's what's on the statement I received.

19 Q. From who?

20 A. Janklow.

21 Q. And you've also claimed that the book was on the New York  
22 Times best seller list for 360 days, and you knew that wasn't  
23 untrue -- or that was true. Strike that.

24 You also had stated that the book was on the New York  
25 Times best seller list for 360 days even though you knew that

MlsWave2

Clifford - Cross

1 was false, didn't you?

2 A. I didn't say that. I never gave a number of days.

3 Q. Did you ever agree with that statement?

4 MR. SOBELMAN: Objection.

5 Q. Even though you knew it was untrue?

6 THE COURT: Sustained as to form.

7 Let's break it up, Mr. Avenatti.

8 MR. AVENATTI: Sure.

9 Q. Did you ever agree with the statement that your book had  
10 been on the New York Times best seller list for 360 days?

11 A. I don't remember that. No.

12 Q. Because your book was not on the New York Times best seller  
13 list for 360 days, was it?

14 A. No, it wasn't.

15 MR. SOBELMAN: Objection.

16 THE COURT: Sustained.

17 BY MR. AVENATTI:

18 Q. Now, since the book has come out, St. Martin's Press has  
19 flat-out refused to give you an updated accounting, and so as  
20 you sit here today, you don't know how much is owed to you,  
21 right?

22 MR. SOBELMAN: Objection.

23 THE COURT: Sustained, certainly as to form.

24 BY MR. AVENATTI:

25 Q. Ms. Daniels, since the book came out, St. Martin's Press

MlsWave2

Clifford - Cross

1 has flat-out refused to give you an updated accounting, right?

2 MR. SOBELMAN: Objection.

3 THE COURT: Overruled.

4 A. I have not received any accounting.

5 Q. And they have flat-out refused to give you an updated  
6 accounting, right?

7 MR. SOBELMAN: Objection.

8 THE COURT: Overruled.

9 A. I don't know.

10 Q. Well, isn't it true that you previously claimed that St.  
11 Martin's Press has, quote, flat-out -- that they, quote,  
12 flat-out refused to give me an updated accounting?

13 A. I don't know who's not giving it to me. I've had no  
14 communication with St. Martin Press.

15 Q. Have you ever claimed that St. Martin's Press has refused  
16 to give you this accounting?

17 A. Yes, I have, because I believed it to be so.

18 Q. So as far as you know, St. Martin's Press is withholding  
19 information from you relating to the book deal, right?

20 MR. SOBELMAN: Objection.

21 THE COURT: Sustained.

22 BY MR. AVENATTI:

23 Q. According to you, Ms. Daniels, St. Martin's Press has not  
24 given you the accounting that you're entitled to under the book  
25 contract. Am I right about that?

MlsWave2

Clifford - Cross

1 MR. SOBELMAN: Objection.

2 THE COURT: Sustained.

3 Next question, please.

4 BY MR. AVENATTI:

5 Q. And you have also claimed that Mr. Janklow, Luke Janklow,  
6 has refused to give you information about your book deal, am I  
7 correct?

8 MR. SOBELMAN: Objection.

9 THE COURT: Overruled.

10 A. He was not answering any of my messages.

11 Q. Well, let me ask you this. Isn't it true that you have  
12 claimed, within the last two years -- so this does not include  
13 February of 2019.

14 Isn't it true that you have claimed within the last two  
15 years that Mr. Janklow has withheld information from you about  
16 your book deal?

17 A. Yes.

18 Q. What information has he withheld from you?

19 MR. SOBELMAN: Objection.

20 THE COURT: Sustained.

21 BY MR. AVENATTI:

22 Q. Ms. Daniels, what information do you claim you're entitled  
23 to from Mr. Janklow relating to the book deal and your receipt  
24 of payments that you have not received?

25 MR. SOBELMAN: Objection.

MlsWave2

Clifford - Cross

1 THE COURT: Sustained.

2 BY MR. AVENATTI:

3 Q. Did you fire Mr. Janklow?

4 A. I tried to.

5 Q. Well, have you sent him a letter terminating him?

6 A. No.

7 Q. So as you sit there today, he's still your book agent,  
8 true?

9 A. I don't know.

10 Q. Well, why is it that you don't know?

11 MR. SOBELMAN: Objection.

12 THE COURT: Sustained.

13 BY MR. AVENATTI:

14 Q. Ms. Daniels, can you explain what you mean when you say I  
15 don't know?

16 MR. SOBELMAN: Objection.

17 THE COURT: Overruled.

18 A. I mean that I've had no communication, so I don't know who  
19 is telling the truth or lying anymore.

20 Q. And that includes the book publisher and Mr. Janklow?

21 A. Correct.

22 Q. Have you attempted to communicate with the book publisher  
23 and Mr. Janklow relating to your book deal since March of 2019?

24 MR. SOBELMAN: Objection.

25 THE COURT: Overruled.

MlsWave2

Clifford - Cross

1 A. No.

2 Q. Have you asked anyone to do so on your behalf?

3 A. I left that to the discretion of my current counsel.

4 Q. Well, don't you want to know how much money is owed to you  
5 from the book?

6 MR. SOBELMAN: Objection.

7 THE COURT: Overruled.

8 A. Absolutely.

9 Q. Well, have you received any answers from the book publisher  
10 and Mr. Janklow in the last two years?

11 MR. SOBELMAN: Objection. Asked and answered.

12 THE COURT: Sustained.

13 BY MR. AVENATTI:

14 Q. Have you gone to the federal government and accused the  
15 book publisher and Mr. Janklow of any federal crimes because  
16 they haven't given you information in the last two years?

17 MR. SOBELMAN: Objection.

18 THE COURT: Overruled.

19 A. No.

20 Q. Have you told the prosecutors that are here today that they  
21 should charge anyone from St. Martin's Press and Mr. Janklow  
22 for what they've done to you?

23 MR. SOBELMAN: Objection.

24 THE COURT: Overruled.

25 A. No. I don't know what they've done. It's why we're here.



MlsWave2

Clifford - Cross

1 Q. You understand that part of this proceeding is for us to  
2 figure out what St. Martin's Press and Mr. Janklow have done --

3 MR. SOBELMAN: Objection.

4 Q. -- true?

5 THE COURT: Sustained.

6 BY MR. AVENATTI:

7 Q. How many copies of your book have been sold?

8 MR. SOBELMAN: Objection.

9 THE COURT: Sustained.

10 BY MR. AVENATTI:

11 Q. Ms. Daniels, do you have any knowledge as to the number of  
12 copies that your book -- of your book, how many copies were  
13 sold before February of 2019?

14 MR. SOBELMAN: Objection.

15 THE COURT: Sustained.

16 BY MR. AVENATTI:

17 Q. Ms. Daniels, when was the first time that you advanced  
18 money in connection with our legal representation of you? And  
19 by our, I mean my and my firm's.

20 A. I don't understand.

21 Q. You said that -- strike that.

22 Yesterday, you said that you had advanced money --  
23 strike that.

24 Yesterday, you said that you had paid money for  
25 security at some point in 2018. Do you recall that?

MlsWave2

Clifford - Cross

1 A. Yes.

2 Q. And what was that -- what was the amount, and when was it?

3 A. It was November -- I don't know the exact date -- 2018, and  
4 it was \$26,000 to the security team you had hired.

5 Q. \$26,000 to the dragons?

6 A. Correct.

7 Q. Before November of 2018, had you paid any of the security  
8 costs directly?

9 A. Yes.

10 Q. How much, and when?

11 A. I don't recall.

12 Q. When was the first time that you paid a security cost  
13 directly?

14 A. 15 years ago.

15 Q. I'm sorry. Maybe my question wasn't clear. I'm talking  
16 about in connection with the events of 2018 and early 2019. Do  
17 you have that in mind?

18 A. I don't remember exact dates.

19 Q. OK. Well, can you estimate for me, have you paid -- before  
20 November 2018, had you paid directly any security costs  
21 associated with this case?

22 A. Yes.

23 Q. Who had you paid and when?

24 A. Security named -- do you want their names?

25 Q. Yes, and the date of the payments, please.

MlsWave2

Clifford - Cross

1 A. Sometime in January to a man named Brad who worked for me.

2 THE COURT: What year are we talking about?

3 THE WITNESS: 2018.

4 THE COURT: 2018?

5 THE WITNESS: Yes.

6 THE COURT: OK.

7 THE WITNESS: That's the year he's speaking about,  
8 correct?

9 THE COURT: Let's actually limit it from the beginning  
10 of March 2018 to February of 2019.

11 MR. AVENATTI: Actually, your Honor, if I could ask a  
12 different question, please?

13 THE COURT: Sure. Even better.

14 BY MR. AVENATTI:

15 Q. Ms. Daniels, between February 27 of 2018 until the end of  
16 2018, what payments did you make directly for security other  
17 than the \$26,000 payment you've already mentioned?

18 A. None that I remember, other than tips to local club  
19 security, obviously.

20 Q. A couple hundred bucks here and there?

21 A. Yes.

22 Q. You don't recall any others, right?

23 A. I don't believe so, no.

24 Q. Now, you publicly stated that none of the CrowdJustice  
25 money was going to go to you, didn't you?

MlsWave2

Clifford - Cross

1 A. Yes.

2 Q. And was that true?

3 A. Was it supposed to go to me? No. You did give me some.

4 MR. AVENATTI: Move to strike, your Honor.

5 THE COURT: All right. Strike the answer. Let's ask  
6 the question again. The jury will disregard the answer.

7 Ms. Daniels, just listen to the question and answer  
8 only the question, please.

9 BY MR. AVENATTI:

10 Q. None of the CrowdJustice money was supposed to go to you  
11 personally, was it? Yes or no.

12 A. No.

13 Q. And in fact, you told the public that none of the money  
14 would go to you, didn't you?

15 A. I don't remember. Probably.

16 Q. Well, do you recall tweeting that out and making public  
17 statements that none of the money raised from the American  
18 public would go to you?

19 A. Yes.

20 Q. But in reality, you demanded that I pay you \$26,000 from  
21 the CrowdJustice fund so that you could, among other things,  
22 buy a personal truck, isn't that true?

23 A. No.

24 Q. Ms. Daniels, isn't it true that in late March or early  
25 April 2018, you received an initial \$20,000 wire transfer from

MlsWave2

Clifford - Cross

1 the trust account directly into your Bank of America account,  
2 which you promptly then used to buy a truck?

3 MR. SOBELMAN: Objection. Compound.

4 THE COURT: Sustained as to form.

5 BY MR. AVENATTI:

6 Q. Ms. Daniels, isn't it true that in late March or early  
7 April -- well, strike that. Let me ask a different question.

8 Ms. Daniels, yesterday, under examination by one of  
9 the prosecutors, you said repeatedly that you had no knowledge  
10 of the trust account. Do you remember that?

11 A. Yes.

12 Q. Now, isn't it true that in late March or early April, you  
13 received a \$20,000 wire transfer directly from the trust  
14 account into your personal Bank of America account, actually,  
15 your account under Stormy Entertainment? Isn't that true?

16 A. I don't know where the wire came from except that it came  
17 from you.

18 Q. But you do recall receiving \$20,000, don't you?

19 A. Yes. Not for a truck.

20 Q. And you took the \$20,000 and you purchased a vehicle, did  
21 you not?

22 A. No, I did not.

23 Q. And you later received another \$6,000 payment from the same  
24 trust account, did you not?

25 A. I don't remember.

MlsWave2

Clifford - Cross

1 Q. And after you received the \$20,000 payment and the \$6,000  
2 payment, you continued to --

3 THE COURT: Sustained.

4 BY MR. AVENATTI:

5 Q. After you received the \$20,000 payment, you continued to  
6 represent to the American public that you were not receiving  
7 any of the moneys personally, didn't you?

8 A. Yes.

9 MR. AVENATTI: Your Honor, can I get another water,  
10 briefly?

11 THE COURT: You may.

12 MR. AVENATTI: Could we please have exhibit 302E,  
13 already in evidence, for the jury.

14 Next page, please. Next page.

15 Q. Ms. Daniels, do you have 302E, page 4, in front of you?

16 A. Yes.

17 Q. Do you see at the top where it says Avenatti & Associates  
18 attorney-client trust account?

19 A. Yes.

20 Q. And in fact, you made public statements in the spring of  
21 2018 in which you said that these CrowdJustice moneys would go  
22 into a trust account, did you not?

23 A. I don't remember. I definitely didn't know my name was on  
24 it.

25 MR. AVENATTI: Move to strike after "I don't remember"

MlsWave2

Clifford - Cross

1 as nonresponsive, your Honor.

2 THE COURT: All right. Granted.

3 Again, Ms. Daniels, listen carefully to the question  
4 and just answer the question, please.

5 BY MR. AVENATTI:

6 Q. Ms. Daniels, your name isn't on this trust account, is it?

7 A. No.

8 Q. But isn't it true that in 2018, you publicly stated and  
9 acknowledged that you knew there was a trust account relating  
10 to our representation of you?

11 A. I don't remember.

12 Q. Now, if we look at the charges and debits section of  
13 this --

14 A. Uh-huh.

15 Q. By the way, before we get to that, you understood that,  
16 during the representation, I had authority over the moneys in  
17 the trust account, correct?

18 A. Correct.

19 Q. So I could decide what payments got made or not made,  
20 right?

21 A. Yes.

22 Q. And that would be true for any moneys that were received  
23 into the trust account, right?

24 A. Yes.

25 Q. That never changed?

MlsWave2

Clifford - Cross

1 A. We never had a conversation, no.

2 Q. Well, it never changed, to the best of knowledge?

3 A. Correct.

4 Q. During the entire representation?

5 A. Correct.

6 Q. Now, if we look at the charges and debits, there's a  
7 \$20,000 payment to Stormy Entertainment on March 28 of 2018.

8 Do you see that?

9 A. Yes.

10 Q. Did you receive that money?

11 A. I did.

12 MR. AVENATTI: And if we could then pull back out.

13 If we could look at all of the deposits.

14 Q. The only money that was deposited into this trust account  
15 were moneys from CrowdJustice that month, right?

16 A. That's what it says, yes.

17 MR. AVENATTI: Let's go to the next month, please.

18 Q. This is for the month of April, same trust account. Do you  
19 see that?

20 A. Yes.

21 Q. And the only moneys that are deposited into this trust  
22 account are from CrowdJustice, right?

23 A. Correct.

24 Q. And there was another payment to you on April 30 for  
25 \$6,554.63, right?



MlsWave2

Clifford - Cross

1 A. Yes.

2 Q. And Ms. Daniels, I got to decide how the money in this  
3 account was spent, right?

4 A. Yes.

5 THE COURT: Sustained.

6 BY MR. AVENATTI:

7 Q. Now, there's a number of charges or debits on this  
8 statement relating to Pro Tech Security. Do you see that?

9 A. I do.

10 Q. And do you recognize the name Pro Tech Security?

11 A. That's Brandon's company.

12 Q. Brandon Parraway, one of the dragons?

13 A. Yes.

14 Q. So you understand those payments to be for your security,  
15 right?

16 A. Yes.

17 MR. AVENATTI: And if we go to the preceding  
18 statement, we'll just back up one moment.

19 Q. There's a payment to Hunter Law P.A. Do you see that?

20 A. Yes.

21 Q. Do you recall that immediately around -- immediately prior  
22 to the airing of the 60 Minutes interview, there was a video  
23 purchased?

24 A. Yes.

25 Q. And do you recall that, actually, there were two videos

MlsWave2

Clifford - Cross

1 purchased: one from a gentleman by the name of Bubba the Love  
2 Sponge and the other from a polygraph examiner in Las Vegas?

3 A. Correct.

4 Q. And do you recall that the charges -- strike that.

5 Do you recall that the amount that had to be paid for  
6 those two videos was in excess of a hundred thousand dollars?

7 A. No. This is the first time I've seen this accounting.

8 MR. AVENATTI: Move to strike after "no" as  
9 nonresponsive, your Honor.

10 THE COURT: Granted.

11 Ms. Daniels, again, just listen to the question and  
12 answer the question.

13 So the answer is no, you don't recall that the amount  
14 paid for those two videos was in excess of a hundred thousand  
15 dollars?

16 THE WITNESS: No.

17 BY MR. AVENATTI:

18 Q. Have you ever been informed as to how much those two videos  
19 cost?

20 MR. SOBELMAN: Objection.

21 THE COURT: Sustained.

22 BY MR. AVENATTI:

23 Q. Did I ever tell you how much those two videos cost?

24 MR. SOBELMAN: Objection.

25 THE COURT: Overruled.

MlsWave2

Clifford - Cross

1 A. I don't remember.

2 Q. Ms. Daniels, I've placed on the screen Government Exhibit

3 4. This is one of the documents that you were asked about  
4 yesterday, correct?

5 A. Yes.

6 Q. Dated -- this is the termination letter, correct?

7 A. Correct.

8 Q. All right. Do you recall yesterday being asked about a  
9 November 2018 accounting that you had received?

10 A. Yes.

11 MR. AVENATTI: We're going to try to pull that up  
12 quickly.

13 We're going to come back to that in the interest of  
14 time.

15 Could we go back, please, to 302.

16 OK. Thanks to Juliet, we were able to find it.

17 Q. I'm going to direct your attention to Government Exhibit 2.  
18 Do you have that in front of you?

19 A. I do.

20 Q. Dated November 30, 2018, do you see that?

21 A. Yes.

22 Q. And the government asked you a number of questions  
23 yesterday about this document. Do you remember that?

24 A. Yes.

25 MR. AVENATTI: All right. Let's go to the next page.

MlsWave2

Clifford - Cross

1 Q. There's a line "rights to video/files pre-60 Minutes"?

2 A. Correct.

3 Q. \$125,000. Do you see that?

4 A. Yes.

5 Q. And when you read this accounting, that line item was in it  
6 back in November of 2018, am I right about that?

7 A. Yes.

8 MR. AVENATTI: All right. Let's go back to 302E,  
9 please. I think we were about ready to get into the third  
10 month of the trust account, the month of May. Preceding  
11 statement, please.

12 THE COURT: I'll tell you what, while you're looking  
13 for that, or instead of looking for it, let's break there for  
14 our morning break.

15 Ladies and gentlemen, my usual reminders apply, but  
16 first I'm going to have you go again here just to the jury room  
17 to stretch your legs and use the facilities just for a few  
18 minutes. So please be ready to go in, let's say, eight minutes  
19 so we can start promptly in about ten.

20 No. 1, keep an open mind. You haven't heard all the  
21 evidence at this point, let alone the parties' arguments. No.  
22 2, don't discuss the case with each other. No. 3, not that you  
23 could do it in there, but don't do any research about the case.

24 With that, you're excused, and please be ready to go  
25 in about eight minutes.

MlsWave2

Clifford - Cross

1 (Jury not present)

2 THE COURT: You may be seated.

3 Ms. Daniels, you may step down, and please be ready to  
4 go in eight minutes as well back on the stand. Again, you  
5 can't speak with the government during the break, but you can  
6 step out.

7 And we'll take up one or two things and then give you  
8 a break as well, counsel and Mr. Avenatti.

9 (Continued on next page)

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

M1S8AVE3

Clifford - Cross

1 THE COURT: The witness is out of the room. A couple  
2 of quick things.

3 First of all, much as I am sure we all want to know  
4 what is on those two videotapes, am I correct in assuming that  
5 that is not going to be inquired about, Mr. Avenatti?

6 MR. AVENATTI: I have no intention of asking about the  
7 contents.

8 THE COURT: Can you use the microphone.

9 MR. AVENATTI: Can I sit down?

10 THE COURT: Yes.

11 MR. AVENATTI: Your Honor, I have no intention of  
12 asking about the contents of either of those two videotapes.

13 THE COURT: So the answer is no.

14 Number two, I hope you heeded my advice last night to  
15 pare down your cross since six hours certainly seems excessive  
16 in the abstract. I will assure you you are not going to get  
17 six hours if you insist on asking questions two, three, four,  
18 or five times, let alone if you continue to do what you have  
19 repeatedly been doing, which is, when I sustain an objection,  
20 asking the very same question with like three words changed.  
21 So I just want to caution you not to do that, to stick to one  
22 question, and if I sustain the objection to move on. If I  
23 sustain as to form, you can certainly reformulate.

24 Do you understand all that?

25 MR. AVENATTI: Yes, your Honor. Often I have not

M1S8AVE3

Clifford - Cross

1 understood whether the objection was to form or was sustained.

2 THE COURT: If it's to form, I will say it's as to  
3 form.

4 MR. AVENATTI: I now understand that.

5 THE COURT: Anything else that we need to take up?  
6 Otherwise I want to give you your breaks.

7 MR. SOBELMAN: Your Honor, could we get a sense of how  
8 much longer this is going to go so that we can let our other  
9 witnesses know?

10 THE COURT: Sure.

11 Mr. Avenatti, any sense of how much more you have?

12 MR. AVENATTI: Your Honor, I would estimate that I  
13 probably have about another two to two and a half hours.

14 THE COURT: I am glad to hear you have pared things  
15 down.

16 So you should have your next witnesses ready to go.

17 And with that, it's 11:02. Be ready at 11:06 so we  
18 can start at 11:08. Thank you.

19 (Recess)

20 THE COURT: You may be seated.

21 Let's get Ms. Daniels back on the stand, please.

22 MR. AVENATTI: Your Honor, a point of clarification.  
23 Are you planning on breaking at noon or 12:15?

24 THE COURT: 12:30.

25 Is Ms. Daniels on her way to the stand?

M1S8AVE3

Clifford - Cross

1 (Jury present)

2 THE COURT: Everybody may be seated.

3 Welcome back. I hope you enjoyed your break. Thank  
4 you for keeping it short. And we will continue with  
5 cross-examination of Ms. Daniels.

6 Ms. Daniels, again, I remind you that you remain under  
7 oath.

8 With that, Mr. Avenatti, you may proceed.

9 MR. AVENATTI: Thank you, your Honor.

10 BY MR. AVENATTI:

11 Q. Ms. Daniels, earlier today you mentioned a reiki scan?

12 A. Yes.

13 Q. Did you receive that scan by a medical professional?

14 A. Not a doctor, no. Holistic medicine.

15 Q. Where did you receive that scan and who did it?

16 A. In Louisiana, in Texas, and her name is Lisa.

17 Q. What was Lisa's profession?

18 A. I guess an energy worker and yoga instructor.

19 Q. So the energy worker and the yoga instructor Lisa did the  
20 scan, and that's how you discovered the mass in your head?

21 A. Yes.

22 MR. AVENATTI: Can we go back to the trust account  
23 statements, please?

24 Q. Can you see that, Ms. Daniels?

25 A. Yes.



M1S8AVE3

Clifford - Cross

1 Q. You see at the top it's for the month of May 2018?

2 A. I see that.

3 Q. You see the deposits from CrowdJustice?

4 A. Yes.

5 Q. Do you see the payments to Pro Tech Security?

6 A. Yes.

7 Q. And then you see some transfers to, it says Egan and then

8 A-V-E-N-A-T. Do you see that?

9 A. Yes.

10 Q. Do you understand those to be transfers to one of my other  
11 law firm accounts?

12 A. That's what it appears.

13 Q. Those were permitted, correct?

14 A. Yes.

15 MR. SOBELMAN: Objection.

16 THE COURT: Sustained. The jury will disregard that  
17 answer.

18 Q. Ms. Daniels, you understood that those were permitted,  
19 right?

20 MR. SOBELMAN: Objection.

21 THE COURT: Sustained.

22 Q. Ms. Daniels, you understood that me and my firm could  
23 withdraw money from the trust account in order to cover our  
24 fees and costs, correct?

25 THE COURT: Sustained.

M1S8AVE3

Clifford - Cross

1 Q. Ms. Daniels, did you have the understanding over the course  
2 of our relationship in 2018 and early 2019 that me and my firm  
3 were permitted to withdraw money from this trust account in  
4 order to cover costs and fees pursuant to our agreement?

5 MR. SOBELMAN: Objection.

6 THE COURT: Sustained.

7 Q. Ms. Daniels, is it your position that me and my firm were  
8 not entitled to withdraw money from the trust account to cover  
9 costs and fees?

10 MR. SOBELMAN: Objection.

11 THE COURT: Sustained.

12 Mr. Avenatti, next line of questions, please.

13 MR. AVENATTI: Can we go to the next statement,  
14 please.

15 Q. Do you see at the top this is the statement for June 29,  
16 2018?

17 A. I do.

18 Q. You see the payment to Pro Tech Security?

19 A. Yes.

20 Q. Then there's transfers to my firm. Do you see that there?

21 A. Yes.

22 Q. Now, you understood in March, April, May and June that me  
23 and my firm were providing legal services to you, right?

24 A. Yes.

25 Q. And you understood that we were expending time and effort

M1S8AVE3

Clifford - Cross

1 to provide those services, right?

2 A. Yes.

3 Q. And you understood that we were expending money out of our  
4 own pockets to advance costs, right?

5 A. I wouldn't know that.

6 Q. So you don't know one way or the other?

7 A. No.

8 Q. OK. But you did know that we were spending attorney time  
9 on your cases, right?

10 A. Yes.

11 Q. And you understood that we had an entitlement to be paid  
12 for that work, right?

13 MR. SOBELMAN: Objection.

14 THE COURT: Sustained.

15 Q. I want to switch topics, if we could, and I want to talk  
16 about the subject of you and your estranged husband's  
17 relationship, your estranged husband Glen, his relationship  
18 with you. I believe the government asked you about that  
19 yesterday.

20 MR. SOBELMAN: Objection, your Honor.

21 Q. Ms. Daniels, do you recall yesterday --

22 THE COURT: Sustained with respect to the commentary.  
23 Just ask your question.

24 Q. Ms. Daniels, do you recall yesterday that the government  
25 asked you some questions about the status of your relationship

M1S8AVE3

Clifford - Cross

1 with your husband Glen in 2018?

2 A. Yes.

3 Q. Now, in April of 2018, namely, on April 9, 2018, you  
4 informed me that you wanted me to retract the suit, the lawsuit  
5 against Donald Trump, and stop giving interviews, and that you  
6 were done, isn't that true?

7 A. Yes.

8 Q. And you also informed me that that was because your husband  
9 was leaving you and taking your daughter?

10 MR. SOBELMAN: Objection.

11 THE COURT: Overruled.

12 A. That was one of the reasons, yes.

13 Q. And this was on April 9, 2018 --

14 MR. SOBELMAN: Objection. Asked and answered.

15 Sorry. I thought that was the question.

16 THE COURT: Why don't you start over, Mr. Avenatti.

17 MR. AVENATTI: Thank you.

18 Q. And, Ms. Daniels, that was on April 9, 2018, only two days  
19 before you signed the book contract, right?

20 A. Yes.

21 Q. And you also informed me that you expected Glen to be  
22 giving a statement, quote, any minute about divorcing me  
23 because I am a whore and danger to our child, close quote?

24 MR. SOBELMAN: Objection.

25 THE COURT: Sustained.

M1S8AVE3

Clifford - Cross

1 Q. Ms. Daniels, do you recall using those words?

2 MR. SOBELMAN: Objection.

3 THE COURT: Sustained.

4 Q. Ms. Daniels, on April 9, 2018, you wanted to walk away from  
5 the lawsuit and have it dismissed and no longer be a part of  
6 going after Donald Trump, true?

7 A. I wanted you to stop giving interviews and walk away from a  
8 legal battle so that I could tell my story, instead of you  
9 telling it for me.

10 Q. Ms. Daniels, isn't it true that, in fact, what you wrote me  
11 via a text was, retract the suit, stop giving interviews, I am  
12 done?

13 A. Yes.

14 Q. Isn't it true that the reason why you sent that was because  
15 your husband Glen was leaving you and taking your daughter  
16 because of what had happened and how much exposure there was  
17 relating to the lawsuit?

18 MR. SOBELMAN: Objection.

19 THE COURT: Sustained.

20 Q. Do you recall that in response to that, I informed you that  
21 we needed to make sure there was a soft landing, if that's what  
22 you wanted to do?

23 MR. SOBELMAN: Objection.

24 THE COURT: Overruled.

25 A. I don't remember the exact words.

M1S8AVE3

Clifford - Cross

1 MR. AVENATTI: Can we have ST 9, please, only for the  
2 benefit of the witness.

3 THE WITNESS: Thank you.

4 MR. AVENATTI: Can we start at ST 8, for the benefit  
5 of the witness, and then we will go to ST 9.

6 Q. Ms. Daniels, just take a moment and read the top of ST 8  
7 and then on to ST 9.

8 THE COURT: To yourself, though. The same thing we  
9 did earlier. Just read it to yourself and when you're done you  
10 can look up.

11 A. I have got it.

12 Q. Does that refresh your recollection that in response to  
13 your request, I said, we need to make sure there is a soft  
14 landing, if that's what you want to do, that's all?

15 A. Yes, that's part of what you said.

16 Q. Then later that day you changed your mind, correct?

17 A. Yes.

18 Q. And that was in the middle of our negotiations with the  
19 book publisher relating to you getting paid to do a book,  
20 right?

21 A. Yes.

22 Q. Later that same day, isn't it true that I informed you as  
23 to the status of the book deal?

24 A. I'm sure you did, yes.

25 Q. Why are you sure that I did?

M1S8AVE3

Clifford - Cross

1 A. Because you said you needed to talk to me.

2 MR. SOBELMAN: Can we take the exhibit down?

3 THE COURT: Take the exhibit down.

4 Ask your question again, please.

5 Q. Ms. Daniels, you were aware, were you not, in March  
6 of -- in April of 2018, that I was working hard to secure a  
7 book deal for you?

8 A. Yes.

9 Q. Do you recall that I informed you on or about April 9, in  
10 the evening, that we needed to discuss whether you actually  
11 wanted to do the book or not?

12 A. Yes.

13 Q. And I also informed you at that time that we needed to  
14 discuss what you wanted to do relating to other interviews and  
15 the risks involved with certain of those interviews, right?

16 A. Yes.

17 Q. Do you recall the very next day, on April 10, 2018, I sent  
18 you the book contract and informed you that I wanted to review  
19 it with you later that same morning?

20 A. Yes.

21 Q. Then from that point forward, until the book came out in  
22 October, I continued to work on your behalf in connection with  
23 the book, did I not?

24 A. Yes.

25 Q. You understood that I was in regular communication with

M1S8AVE3

Clifford - Cross

1 Mr. Janklow and the publisher on your behalf during that time  
2 period, right?

3 A. That's what you told me.

4 Q. And that's what you saw firsthand because you were a party  
5 to some of those communications, right?

6 A. In April, yes.

7 Q. Well, you were a party to some of those communications  
8 after April, including around the time the book came out, were  
9 you not?

10 A. Some.

11 Q. You're not suggesting that I didn't work to secure your  
12 book deal, are you?

13 MR. SOBELMAN: Objection.

14 THE COURT: Sustained.

15 Q. You're not suggesting that I did no work to ensure that the  
16 book was actually published, are you?

17 MR. SOBELMAN: Objection. It was asked and answered.

18 THE COURT: I will allow it.

19 Go ahead. You can answer.

20 A. Of course not.

21 Q. When you signed the book deal and you got your payment of  
22 approximately \$212,000, you knew that Mr. Janklow had taken a  
23 percentage of the first payment, right?

24 A. Yes.

25 Q. And you didn't sign your agreement with Mr. Janklow



M1S8AVE3

Clifford - Cross

1 entitling him to a portion of the money until days later, did  
2 you?

3 A. No.

4 Q. Am I correct in what I said?

5 A. Yes.

6 Q. So Mr. Janklow took his money before you had a written deal  
7 with Mr. Janklow?

8 MR. SOBELMAN: Objection.

9 THE COURT: Sustained.

10 MR. AVENATTI: I am just cleaning up the record.

11 THE COURT: Let me just clarify.

12 Is that correct, that he took a portion of the first  
13 payment before you signed an agreement with Mr. Janklow?

14 THE WITNESS: Before I signed it, yes.

15 Q. And you didn't have a problem with that, did you?

16 MR. SOBELMAN: Objection.

17 THE COURT: Sustained.

18 Q. Ms. Daniels, did you object to that at the time, yes or no?

19 MR. SOBELMAN: Objection.

20 THE COURT: Overruled. I will allow it.

21 Did you object to that?

22 A. No. We had a verbal agreement, and I had seen the  
23 contract.

24 MR. AVENATTI: I am going to move to strike everything  
25 after "no" as nonresponsive.

M1S8AVE3

Clifford - Cross

1 THE COURT: Denied.

2 Next question.

3 MR. AVENATTI: Can I have the answer read back?

4 THE COURT: No. Next question.

5 Q. Ms. Daniels, what work did I perform relating to your book?

6 A. I know what you told me. You set up some interviews for  
7 me; you reviewed the contract; you advised me to move forward  
8 to hire Luke, that you had reviewed his contract; you  
9 accompanied me to meet with the publisher; and you told me that  
10 you sent letters to try to fight for my payments that you said  
11 that they had not sent, which was untrue.

12 Q. Ms. Daniels, is it your testimony I did nothing else other  
13 than what you have just testified to in connection with your  
14 book deal?

15 MR. SOBELMAN: Objection.

16 THE COURT: Sustained.

17 Q. Ms. Daniels, isn't it true that, in fact, I was involved in  
18 ensuring that your book got published consistently throughout  
19 the summer and fall of 2018, including on a number of e-mails  
20 and conference calls on which you were present?

21 MR. SOBELMAN: Objection.

22 THE COURT: Sustained as to form.

23 Q. Ms. Daniels, isn't it true that during the summer and fall  
24 of 2018, I was heavily involved in making sure your book got  
25 published and was a success?

M1S8AVE3

Clifford - Cross

1 A. That's what you told me.

2 Q. Well, Ms. Daniels, you observed some of my work on your  
3 book deal during that time period, did you not?

4 A. Which I just stated, yes.

5 Q. You were also on conference calls and e-mails during that  
6 time period where I was involved, as well as the publisher and  
7 the book agent, right?

8 A. I recall phone calls about the cover and you writing the  
9 forward of the book, and if I approve that. I recall, as I  
10 have testified, who was going to read the audiobook. Things  
11 like that, yes.

12 Q. Let's talk a moment about who was going to read the  
13 audiobook.

14 You were asked about that yesterday by the government,  
15 some text messages. Do you recall that?

16 A. Yes.

17 Q. And the publisher wanted you to read the book for the audio  
18 recording, right?

19 A. Correct.

20 Q. And you had me inform the publisher that you were too busy  
21 to record the book in your own voice, right?

22 A. Correct. I was doing press.

23 Q. Thank you.

24 MR. AVENATTI: Correct, move to strike anything after  
25 that as nonresponsive.

M1S8AVE3

Clifford - Cross

1 THE COURT: Just move on, Mr. Avenatti.

2 Q. As a result of that, Ms. Daniels, your refusal to record  
3 the portion of the book that you wrote, the publisher had to go  
4 out and hire somebody else to record them reading your book, is  
5 that correct?

6 MR. SOBELMAN: Objection. Misstates testimony.

7 THE COURT: Overruled.

8 Is that correct or incorrect?

9 A. Yes.

10 Q. Do you know what the publisher's reaction was when they  
11 were informed that you were too busy to record your own book?

12 MR. SOBELMAN: Objection.

13 THE COURT: Sustained.

14 Q. Do you know what the publisher's reaction was when they  
15 were informed of that?

16 MR. SOBELMAN: Objection.

17 THE COURT: Sustained.

18 MR. AVENATTI: Let's go back to 302E, please.

19 Your Honor, one minute.

20 Q. Ms. Daniels, you remember earlier we were talking about a  
21 transfer from the trust account into your Bank of America  
22 account, do you recall that?

23 A. Yes.

24 Q. I want to show you -- only for the benefit of the  
25 witness -- a document that we have marked as SB 2.

M1S8AVE3

Clifford - Cross

1 Ms. Daniels, do you recognize this document?

2 A. Of course, yes.

3 Q. What is it?

4 A. A bank statement.

5 Q. From what account?

6 A. For my Bank of America Stormy Entertainment account.

7 MR. AVENATTI: Your Honor, at this point we move SB 2  
8 into evidence.

9 MR. SOBELMAN: How many pages is this document?

10 THE COURT: Do I have a copy, Mr. Avenatti?

11 MR. AVENATTI: It's ten pages.

12 MR. SOBELMAN: I don't think we have a copy either,  
13 your Honor.

14 THE COURT: We will take it up at the break. So not  
15 right now. If you can get me and the government a copy, we  
16 will discuss it.

17 MR. AVENATTI: Perhaps I can handle some of the  
18 questions and we can handle the admission on the back end. We  
19 won't publish it to the jury, if that's all right, your Honor.

20 THE COURT: Can you scroll through how many pages are  
21 on the screen.

22 MR. AVENATTI: Sure.

23 I am only interested in the first and the third page.

24 THE COURT: I wanted to see what, if anything, was  
25 redacted and the like.

M1S8AVE3

Clifford - Cross

1 Any objection to the admission at this time?

2 MR. SOBELMAN: No, your Honor.

3 THE COURT: It's admitted.

4 (Defendant's Exhibit SB 2 received in evidence)

5 MR. AVENATTI: Can we publish that for the jury?

6 Q. Ms. Daniels, this is the account statement from March 1,  
7 2018 to March 31, 2018 for your Bank of America account Stormy  
8 Entertainment, right?

9 A. Yes.

10 Q. By the way, did you ever inform me that this account had  
11 been closed?

12 A. No. At this time?

13 Q. No. Ever. Did you ever inform me that this bank account  
14 had been closed?

15 A. This account is open.

16 Q. So the answer is no, you never informed me of that?

17 A. No.

18 Q. I asked a bad question. It's my fault.

19 Am I correct that you never informed me that this  
20 account was closed? Am I correct?

21 MR. SOBELMAN: Objection. Asked and answered.

22 THE COURT: Sustained.

23 Let me make sure the record on this is clear.

24 Is it correct that you never said to Mr. Avenatti that  
25 this account was closed?

M1S8AVE3

Clifford - Cross

1 THE WITNESS: No.

2 THE COURT: No.

3 THE WITNESS: I didn't tell him it was closed.

4 THE COURT: Thank you.

5 MR. AVENATTI: Your Honor, thank you.

6 Can we go to the next page, please.

7 Q. Do you see on March 28, 2018, there is a \$20,000 deposit  
8 into this account? Do you see that?

9 A. Yes.

10 MR. AVENATTI: Can we please put this side by side  
11 with 302E, the statement from March of 2018.

12 Can we blow up the two payments.

13 Q. Ms. Daniels, can you see that?

14 A. Yes.

15 Q. You see there is an outgoing wire transfer from the trust  
16 account, in the amount of \$20,000, from the CrowdJustice money  
17 into your personal account, or your business account, I should  
18 say, at Bank of America on the same date. Do you see that?

19 MR. SOBELMAN: Objection.

20 THE COURT: Sustained. Somewhat as to form.

21 MR. AVENATTI: Let me clean it up, or try to.

22 Q. Ms. Daniels, do you see the \$20,000 wire out from the trust  
23 account?

24 A. Yes.

25 Q. You see there is a deposit into your business account,

M1S8AVE3

Clifford - Cross

1 Stormy Entertainment, at Bank of America in the same amount on  
2 the same day?

3 A. From State Bar of California, though.

4 Q. Yes. \$20,000. Do you see that?

5 A. Yes. The amount is the same, but I don't have any way of  
6 knowing if it's the same account.

7 MR. AVENATTI: Move to strike anything after "amount"  
8 as nonresponsive.

9 THE COURT: There wasn't a question so we will strike  
10 the witness's statement.

11 Ms. Daniels, just wait for a question and then answer  
12 the question, please.

13 MR. AVENATTI: Let's go back to 302E only, please.

14 June, please.

15 Q. Do you have that in front of you, Ms. Daniels?

16 A. I do.

17 Q. You see under deposits the money from CrowdJustice?

18 A. Yes.

19 Q. Then under charges and debits, you see Pro Tech Security?

20 A. Yes.

21 Q. Then there's various transfers to my law firm. Do you see  
22 that?

23 A. I do.

24 Q. Now, you don't take issue with any of those transfers, do  
25 you, to my law firm?



M1S8AVE3

Clifford - Cross

1 THE COURT: Sustained.

2 Q. You don't believe that we did anything improper in  
3 connection with these transfers that are on the screen, do you?

4 MR. SOBELMAN: Objection.

5 THE COURT: Sustained.

6 Mr. Avenatti, these statements are in evidence. They  
7 will go to the jury during its deliberations. So to the extent  
8 that you want to elicit information from the witness, you may,  
9 but let's move on then.

10 Q. Now, moments ago we were speaking about your relationship  
11 with Glen.

12 By the way, I should have asked you, is it OK if I  
13 call him Glen?

14 A. Of course.

15 Q. In July of 2018, namely, on July 19, 2018, you informed me  
16 that Glen had cleaned out your Stormy Entertainment bank  
17 account and left with your daughter, right?

18 A. I believe that was the date, on or about July 19.

19 Q. And we discussed the need to possibly issue a public  
20 statement in order to get out in front of the news that was  
21 going to come from that, didn't we?

22 A. Yes.

23 Q. And you asked me -- strike that.

24 You asked me if it was safe to put money in that same  
25 account after he had cleaned it out, right?

M1S8AVE3

Clifford - Cross

1 A. I believe so, yes.

2 Q. And you asked if he could freeze the money if it was in the  
3 account, right?

4 A. Yes.

5 Q. And you asked me if you should file fraud charges against  
6 Glen for cleaning out your account, right?

7 A. Yes.

8 Q. And I told you, no, absolutely not, you should not do that,  
9 right?

10 A. Yes.

11 Q. You then went to the bank, Bank of America, right?

12 A. Yes.

13 Q. And, in fact, we talked about that, correct?

14 A. Yes.

15 Q. And I told you that the bank should be able to just remove  
16 him from the account. Do you remember that?

17 A. Yes.

18 MR. AVENATTI: Your Honor, at this time I would  
19 offer -- strike that.

20 Q. And you expressed concern about putting additional money in  
21 that account because Glen was on the account, right?

22 A. That's why I opened a second account, yes.

23 MR. AVENATTI: Your Honor, at this time I offer ST 12  
24 as impeachment on the witness's prior testimony in response to  
25 the question from your Honor.

M1S8AVE3

Clifford - Cross

1 ST 12, July 19.

2 THE COURT: Mr. Avenatti, hold on.

3 You can certainly try to lay a foundation and -- to  
4 the extent it's being offered at this time, denied.

5 Q. Ms. Daniels, moments ago, in response to a question from  
6 his Honor, you stated you had never informed me that the  
7 account had been closed, didn't you?

8 A. Yes.

9 Q. Was that truthful when you said it?

10 A. I was unable to close the account.

11 Q. That wasn't --

12 MR. AVENATTI: Move to strike, your Honor.

13 THE COURT: I will grant that. The jury will  
14 disregard that answer.

15 Can you just answer the question that Mr. Avenatti  
16 asked?

17 MR. AVENATTI: Let me reask it.

18 Q. When his Honor turned to you and looked at you and asked  
19 you whether you had ever informed me that you had closed the  
20 account, you said no. Do you remember that?

21 A. Yes. There is nothing to inform.

22 THE COURT: Please listen to the question and answer  
23 the question.

24 MR. AVENATTI: Move to strike everything after "yes."

25 THE COURT: I don't think anything was audible. So

M1S8AVE3

Clifford - Cross

1 next question.

2 Q. Ms. Daniels, that was a lie, wasn't it?

3 A. No.

4 MR. AVENATTI: Your Honor, I offer ST 12, just the one  
5 blue bubble.

6 THE COURT: Can you ask her a question about the  
7 statement first, please.

8 MR. AVENATTI: Sure.

9 Q. Ms. Daniels, isn't it true you sent me a text message on  
10 that same day; in response to me saying they should be able to  
11 just remove him, you sent me a text message that read, "they  
12 couldn't so closed it"?

13 THE COURT: Just yes or no, did you send that text to  
14 him on that date?

15 THE WITNESS: I don't see it.

16 THE COURT: That's not the question.

17 THE WITNESS: I don't know.

18 THE COURT: Take down what is on the screen, please.

19 Next question.

20 MR. AVENATTI: Can we please have for the benefit of  
21 the witness ST 12.

22 Q. Have you had a chance to read that?

23 A. Yes.

24 Q. Isn't it true, Ms. Daniels, in response to me texting you  
25 that they should be able to, meaning the bank, to just remove

M1S8AVE3

Clifford - Cross

1 him, that you responded, that they couldn't so you closed it?

2 A. And they were unable to close it.

3 THE COURT: Just yes or no.

4 Q. Yes or no?

5 A. Yes.

6 Q. So, in fact, you did inform me on that date that the  
7 account had been closed via text message?

8 A. Yes.

9 MR. AVENATTI: Your Honor, at this point in time, we  
10 move ST 12, only that portion, into evidence.

11 THE COURT: The first two bubbles?

12 MR. AVENATTI: Yes, sir.

13 THE COURT: Any objection?

14 MR. SOBELMAN: Yes, your Honor. The witness confirmed  
15 the statement.

16 THE COURT: Sustained. Move on.

17 MR. AVENATTI: Can I have exhibit -- before we get to  
18 that.

19 Q. That was on July 19, 2018, correct?

20 A. Yes.

21 MR. AVENATTI: Can I have Exhibit 213, please.

22 Next page.

23 Q. What is the date of this document?

24 A. August 1, 2018.

25 Q. "Until further notice, please ensure all advances

M1S8AVE3

Clifford - Cross

1 associated with my book are routed to the account below as the  
2 prior account has been closed."

3 Did I read that correctly?

4 A. Yes.

5 MR. AVENATTI: You can take that down.

6 Q. Now, Ms. Daniels, between February 27, 2018 and February  
7 2019, we will say February 1, 2019, do you have that time  
8 period in mind?

9 A. Yes.

10 Q. During that time period, did my authority, as far as you  
11 understood, to act on your behalf on the book deal, did it ever  
12 change?

13 MR. SOBELMAN: Objection.

14 THE COURT: Overruled.

15 A. No.

16 Q. On or about April 11, 2018, you provided wire instructions  
17 to me with the understanding that I had the authority to pass  
18 those along to Mr. Janklow for your first payment, correct?

19 A. That's what I requested, yes.

20 Q. And that was your understanding at the time, right?

21 A. Yes.

22 Q. You were relying on me to do whatever I needed to do to  
23 make sure Mr. Janklow had the correct wire instructions, right?

24 A. No.

25 Q. Did you take any -- strike that.

M1S8AVE3

Clifford - Cross

1 Did you make any effort in 2018 to hide any assets or  
2 moneys from Glen?

3 A. Yes.

4 MR. AVENATTI: Your Honor, the Court's indulgence.  
5 One moment, please.

6 Your Honor, thank you.

7 Q. Now, around the same time on July 18, Glen filed a petition  
8 for divorce and for sole custody of your daughter in Texas, am  
9 I right about that?

10 MR. SOBELMAN: Objection.

11 THE COURT: Overruled.

12 A. Yes.

13 Q. And you were not able to locate your daughter for some  
14 time, is that true?

15 MR. SOBELMAN: Objection.

16 THE COURT: Sustained.

17 Q. Ms. Daniels, you asked me to assist you in locating your  
18 daughter, isn't that true?

19 MR. SOBELMAN: Objection.

20 THE COURT: Overruled.

21 A. Yes.

22 Q. In fact, you had me send someone out to Glen's brother's  
23 home in St. Louis in an effort to locate Glen and your daughter  
24 because you were deeply concerned about her, right?

25 A. Yes.

M1S8AVE3

Clifford - Cross

1 Q. Did I undertake efforts on your behalf to try to locate  
2 your daughter for you?

3 A. You told me you did.

4 Q. Are you suggesting that I didn't take the efforts or make  
5 the efforts?

6 A. I am saying I don't know.

7 THE COURT: Hold on. Sustained.

8 The jury will disregard the answer.

9 Q. Ms. Daniels, after the petition for divorce was filed, you  
10 and I communicated about issues in your divorce case in Texas,  
11 correct?

12 A. Yes. You referred me to a lawyer.

13 MR. AVENATTI: Move to strike everything after "yes"  
14 as nonresponsive.

15 THE COURT: Granted.

16 Ms. Daniels, again, just listen to the question and  
17 answer only the question. If there is more to be added, I am  
18 sure counsel for the government will have an opportunity.

19 Go ahead.

20 Q. After the petition was filed, Ms. Daniels, I communicated  
21 with you by e-mail concerning various issues in your divorce  
22 proceeding, right?

23 A. Yes.

24 Q. And I also communicated with Glen's divorce attorney in  
25 connection with your divorce proceeding, right?



M1S8AVE3

Clifford - Cross

1 A. I believe so, yes.

2 Q. And I also assisted you in compiling an asset list in an  
3 effort to resolve your divorce proceeding amicably, didn't I?

4 A. I don't remember.

5 Q. Do you recall that you and I had a number of discussions  
6 about attempting to resolve your divorce proceeding amicably?

7 A. Yes.

8 Q. And do you recall at one point Glen's attorney wanted  
9 information about your assets before they would agree to a  
10 resolution?

11 A. Yes.

12 Q. And do you recall you and I working together to compile  
13 that list?

14 A. I don't remember.

15 Q. Now, after Glen cleaned out the bank account, you also gave  
16 money to two gentlemen by the name of JD and Keith to hold for  
17 you, correct?

18 MR. SOBELMAN: Objection.

19 THE COURT: Overruled.

20 A. No. Wrong date.

21 THE COURT: Just answer the question.

22 MR. AVENATTI: Move to strike everything after "no."

23 THE COURT: The answer is no, and we will leave it at  
24 no. The rest is stricken.

25 Ms. Daniels, if it's a yes-or-no question, just answer

M1S8AVE3

Clifford - Cross

1 yes or no. If yes or no would be misleading, you can tell me  
2 that, but just strictly limit yourself to yes or no if that is  
3 what it calls for.

4 Q. Ms. Daniels, you gave money and assets to Mr. Nicks to hold  
5 for you so Glen would not know about it, right?

6 A. Yes.

7 Q. And you did that to hide those assets from Glen, right?

8 MR. SOBELMAN: Objection. Asked and answered.

9 THE COURT: Sustained.

10 Q. Where did you ask Mr. Nicks to hold these assets?

11 MR. SOBELMAN: Objection. Relevance.

12 THE COURT: Sustained.

13 Q. In fact, you asked Mr. Nicks to hide these items in his  
14 parents' safe in Oklahoma, didn't you?

15 MR. SOBELMAN: Objection. Relevance.

16 THE COURT: Sustained.

17 Q. When is the last time you communicated with Mr. Nicks?

18 MR. SOBELMAN: Objection. Relevance. And asked and  
19 answered.

20 THE COURT: Sustained.

21 Q. Yesterday, Ms. Daniels, you testified that when you found  
22 out the book deal was complete, you were in a house in Sun  
23 Valley California. Do you recall that?

24 A. Yes.

25 Q. And the government asked you a number of questions about

M1S8AVE3

Clifford - Cross

1 your reaction to that, correct?

2 A. Yes.

3 Q. Whose house were you in in Sun Valley?

4 A. It was owned by Keith Munyan, and I rented a portion of  
5 that house for a few years.

6 Q. Who is Keith Munyan?

7 MR. SOBELMAN: Objection. Relevance.

8 THE COURT: Overruled.

9 A. He is a photographer in LA that was a close family friend  
10 of mine. He is also my daughter's godfather.

11 Q. He lived with a gentleman named JD, right?

12 A. Yes.

13 MR. SOBELMAN: Objection. Relevance.

14 THE COURT: I will allow it.

15 Q. You were very close to JD and Keith at the time, right?

16 MR. SOBELMAN: Objection.

17 THE COURT: I will allow it.

18 Go ahead. You can answer it.

19 A. Yes. Mostly Keith.

20 Q. And you said yesterday that at the time that you found out  
21 that the book contract was done, you were, quote, with my team.  
22 Do you recall that?

23 A. Yes.

24 Q. Who was there?

25 A. Myself, Travis, Brandon, Keith. I don't remember if JD was

M1S8AVE3

Clifford - Cross

1 home.

2 Q. Did you speak with JD and Keith about your book deal?

3 A. Yes.

4 Q. Did you speak with them about your book deal on that day  
5 and thereafter, or at certain times thereafter?

6 A. Many days.

7 MR. AVENATTI: Let's go to Government Exhibit 28 and  
8 28A, please.

9 Q. You remember you were asked about forwarding your account  
10 details to me on September 4th of 2018, do you recall that?

11 A. Yes.

12 Q. You were paid the next day, weren't you? Yes or no?

13 A. Yes.

14 MR. AVENATTI: Can we please go back to 302E, as in  
15 Edward.

16 Can we go to the month of July, please.

17 Q. Can you see that, Ms. Daniels?

18 A. Yes.

19 Q. Now, around July 12th you were arrested in Columbus, Ohio,  
20 correct?

21 A. Yes.

22 Q. And was I in communication with you or anyone on your team  
23 that night and into the morning relating to your arrest?

24 A. Yes.

25 Q. Who was I in communication with, to the best of your

M1S8AVE3

Clifford - Cross

1 knowledge?

2 A. Denver.

3 (Continued on next page)

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

MlsWave4

Clifford - Cross

1 BY MR. AVENATTI:

2 Q. Mr. Nicks, according -- strike that.

3 To the best of your knowledge, Mr. Nicks had contacted  
4 me immediately upon your arrest, is that right?

5 A. I was in a police car.

6 Q. OK. You later found out that Mr. Nicks had been in contact  
7 with me throughout the night, right?

8 A. That's what I was told.

9 Q. Mr. Nicks informed you of that?

10 A. Yes. And you.

11 Q. And you're aware of the fact, are you not, that I  
12 immediately retained a law firm in Columbus to assist you in  
13 getting those charges dismissed? Do you remember that?

14 A. A law firm was hired, yes.

15 Q. OK. Do you remember who paid the initial retainer for that  
16 law firm?

17 A. No. I was never told.

18 Q. Well, you didn't think they were working for free, did you?

19 A. No.

20 MR. SOBELMAN: Objection.

21 THE COURT: Next question.

22 BY MR. AVENATTI:

23 Q. OK. So you knew someone had paid them?

24 A. I didn't know.

25 Q. Well, again, you knew they weren't working for free, and

MlsWave4

Clifford - Cross

1 therefore, somebody must have paid them, right?

2 MR. SOBELMAN: Objection.

3 THE COURT: Sustained.

4 BY MR. AVENATTI:

5 Q. Let's take a look at the entry on July 12, at the bottom.

6 There's a wire out for \$5,000. Do you see that?

7 A. Yes.

8 Q. Do you recognize the name Sabol Mallory, LLC?

9 A. I'm guessing that's Chase Mallory.

10 THE COURT: I don't want you to guess.

11 Do you recognize that name?

12 THE WITNESS: No.

13 BY MR. AVENATTI:

14 Q. The attorney that was retained to assist you in Ohio was a  
15 gentleman by the name of Chase Mallory, M-A-L-L-O-R-Y, correct?

16 A. Yes.

17 Q. And within 24 hours of your arrest, me and Mr. Mallory were  
18 able to get your charges dismissed, right?

19 A. I don't know who got them dismissed.

20 Q. Well, you knew I was working on it, right?

21 A. I knew that Chase had been hired.

22 Q. Is it your testimony that I had nothing to do with getting  
23 your charges dismissed?

24 A. It's my testimony --

25 MR. SOBELMAN: Objection.

MlsWave4

Clifford - Cross

1 THE COURT: Hold on.

2 You can answer. What is your testimony? Go ahead.  
3 What's your testimony?

4 THE WITNESS: That I don't know.

5 THE COURT: Within 24 hours, were the charges  
6 dismissed?

7 THE WITNESS: That I don't know who was responsible  
8 for getting them dismissed. They were dismissed, however.

9 THE COURT: Thank you.

10 MR. AVENATTI: Could we have this side by side with  
11 the fee agreement, please.

12 Q. Can you see that, Ms. Daniels?

13 A. Uh-huh, yes.

14 Q. OK. Can you point the jury to the portion of the contract  
15 where it says that Michael Avenatti or one of his law firms  
16 will advance moneys in connection with any criminal case in  
17 which you are a party?

18 A. There's no spot -- spot. Sorry.

19 Q. It's not in there, is it?

20 A. No.

21 Q. Ms. Daniels, I want to return to Mr. Nicks briefly.

22 Now, in 2018 and early 2019, what did Mr. Nicks do for  
23 you?

24 A. He was my publicist.

25 Q. OK. And what are the things that he did in connection with



MlsWave4

Clifford - Cross

1 his role for you?

2 A. Set up and handled press interviews; coordinated travel for  
3 those events; book signings; appearances, press releases;  
4 helped me write statements sometimes. And occasionally he  
5 traveled with me and acted as an assistant when my other  
6 assistant had things to do.

7 Q. And you also had a romantic relationship with Mr. Nicks,  
8 correct?

9 A. Yes.

10 Q. And that ended in March of '19?

11 A. April -- no. I'm sorry. May of 2019.

12 Q. After the events in the house?

13 A. Yes.

14 Q. And Mr. Nicks also communicated on your behalf with Mr.  
15 Janklow and the book publisher, correct?

16 A. Yes.

17 Q. And from time to time he communicated with me, right?

18 A. Yes.

19 Q. Where is Mr. Nicks?

20 MR. SOBELMAN: Objection.

21 THE COURT: Sustained.

22 BY MR. AVENATTI:

23 Q. Ms. Daniels, we've been trying to find Mr. Nicks. Do you  
24 know where he is?

25 THE COURT: Sustained.

MlsWave4

Clifford - Cross

1 Mr. Avenatti, do not do that.

2 BY MR. AVENATTI:

3 Q. Ms. Daniels, do you know where Mr. Nicks is?

4 MR. SOBELMAN: Objection.

5 THE COURT: Sustained.

6 Ladies and gentlemen, I'm going to remind you again  
7 that what Mr. Avenatti says in his capacity as his own lawyer  
8 is not evidence. Only the answers of the witness are in  
9 evidence.

10 BY MR. AVENATTI:

11 Q. Ms. Daniels, when is the last time you communicated with  
12 Mr. Nicks about the book deal?

13 MR. SOBELMAN: Objection. Asked and answered.

14 THE COURT: I'm not sure that precise question has  
15 been asked, let alone answered. So I'll allow it.

16 When is the last time you spoke with Mr. Nicks about  
17 the book deal?

18 A. I don't remember.

19 Q. Was it in 2018 or 2019?

20 A. '19.

21 Q. Was that an oral discussion, in person, a telephone  
22 discussion, a text, or some other means of communication?

23 A. Probably all of the above.

24 Q. Did you ever inform the government that you had  
25 communicated with Mr. Nicks about the book deal?

MlsWave4

Clifford - Cross

1 MR. SOBELMAN: Objection.

2 THE COURT: Sustained.

3 BY MR. AVENATTI:

4 Q. Ms. Daniels, you also communicated with Mr. Nicks about the  
5 book payments, am I right?

6 A. Yes.

7 Q. Did you ever do that in writing, including via text?

8 A. I don't know. We lived together.

9 Q. In October of 2018, do you recall that you gave a  
10 television interview to Don Lemon on CNN in connection with the  
11 release of your book?

12 A. You were with me. Yes.

13 Q. And isn't it true that you said: "People send me messages  
14 and they think that Michael has abandoned me or I'm not  
15 important to him anymore, or this or that"? Did you say that?

16 A. Yes.

17 Q. Did you also say, And we are in contact every single day?

18 A. Yes.

19 Q. Did you also say, Almost, you know, three or four times a  
20 day sometimes?

21 A. Yes.

22 Q. Did you also say, And I will message him about other things  
23 that are going on, other problems, this or that, and, oh, this  
24 person did this or that?

25 A. We were friends, so yes.

MlsWave4

Clifford - Cross

1 Q. And then did you tell Don Lemon on CNN, "and he always puts  
2 me first"? Did you say that?

3 A. I believed it to be true.

4 MR. AVENATTI: Move to strike.

5 THE COURT: Yes or no, Ms. Daniels. Did you say that?

6 THE WITNESS: Yes.

7 BY MR. AVENATTI:

8 Q. Did you inform the government during the course of this  
9 case when you met with them that during the approximate 11  
10 months that I represented you, you were generally satisfied  
11 with my representation and that I was typically nice and  
12 respectful to you?

13 MR. SOBELMAN: Objection.

14 THE COURT: Sustained.

15 BY MR. AVENATTI:

16 Q. Ms. Daniels, did you inform the government in one of the  
17 meetings that you had with them that during the 11 months that  
18 I --

19 THE COURT: Sustained.

20 BY MR. AVENATTI:

21 Q. Ms. Daniels, isn't it true that during the 11 months that I  
22 represented you, that you were generally satisfied with my  
23 representation?

24 A. No.

25 Q. Isn't it true that I was typically nice and respectful to

MlsWave4

Clifford - Cross

1 you?

2 A. You lied to me. That's not respectful.

3 MR. AVENATTI: Move to strike, your Honor.

4 THE COURT: Denied.

5 Next question.

6 BY MR. AVENATTI:

7 Q. Ms. Daniels, isn't it true you told the government that I  
8 was typically nice and respectful to you?

9 MR. SOBELMAN: Objection.

10 THE COURT: Overruled.

11 A. Yes. You were cordial, always.

12 Q. Well, I wasn't just cordial; I was nice and respectful to  
13 you. That's what you told the government, isn't it?

14 MR. SOBELMAN: Objection.

15 THE COURT: Overruled.

16 A. I was wrong.

17 MR. AVENATTI: Move to strike, your Honor.

18 THE COURT: Ms. Daniels, the question is did you tell  
19 the government that Mr. Avenatti was nice and respectful to  
20 you? Yes or no.

21 THE WITNESS: Yes.

22 BY MR. AVENATTI:

23 Q. And did you also inform the government that I became very  
24 controlling, to the point where I finagled my way into your  
25 Vogue photo shoot?

MlsWave4

Clifford - Cross

1 MR. SOBELMAN: Objection.

2 THE COURT: Sustained.

3 BY MR. AVENATTI:

4 Q. Ms. Daniels, did I finagle my way into your Vogue photo  
5 shoot during my representation of you?

6 A. You appeared at my Vogue photo shoot and were in the photos  
7 with me. I don't know how it came to pass.

8 Q. You knew nothing about it until I showed up?

9 A. You told me you were coming by.

10 Q. And that's all you knew?

11 A. Yes. I don't know how you were invited.

12 THE COURT: Hold on. Wait for a question, please.

13 BY MR. AVENATTI:

14 Q. And in fact, Ms. Daniels, you said the same thing publicly  
15 on one of Mr. Cohen's podcasts, correct?

16 A. Yes.

17 Q. And it was true then and it's true now, right?

18 A. That I said that, yes.

19 Q. Well, and what you said was true then and it's true now, to  
20 the best -- right?

21 MR. SOBELMAN: Objection.

22 THE COURT: Sustained.

23 I don't even know now what statement we're now talking  
24 about. You're welcome to clarify what you're asking, and then  
25 if there's an objection, I'll rule on it, but I don't know what

MlsWave4

Clifford - Cross

1 statement you're referring to.

2 MR. AVENATTI: Fair enough, your Honor. Let me see if  
3 I can clean it up.

4 Q. Ms. Daniels, this notion that I just showed up at your  
5 Vogue photo shoot and somehow ended up in the magazine, which  
6 is what you told the government and on the podcast --

7 THE COURT: Sustained.

8 BY MR. AVENATTI:

9 Q. Ms. Daniels, what you've previously stated relating to my  
10 role in the Vogue photo shoot is true, is it not?

11 MR. SOBELMAN: Objection.

12 THE COURT: Sustained.

13 Let's move on.

14 BY MR. AVENATTI:

15 Q. Ms. Daniels, did you tell The New York Times, in 2018,  
16 every time I watch him work I think this is what it must have  
17 been like to see the Sistine Chapel being painted?

18 MR. SOBELMAN: Objection.

19 THE COURT: Overruled.

20 A. Yes. That's what you told me to say.

21 MR. AVENATTI: Your Honor, move to strike everything  
22 after "yes" as nonresponsive.

23 THE COURT: All right. I will grant that. The jury  
24 will disregard everything after "yes."

25 Again, Ms. Daniels, just yes or no if that's all it

MlsWave4

Clifford - Cross

1 calls for.

2 BY MR. AVENATTI:

3 Q. Ms. Daniels, have you ever stated that you never liked me  
4 and that you fired me three times?

5 A. Yes.

6 Q. Did you ever write anything in your book that contradicted  
7 your statement that you never liked me and had fired me three  
8 times?

9 MR. SOBELMAN: Objection.

10 THE COURT: Overruled.

11 Did you write anything in your book that contradicts  
12 that statement?

13 THE WITNESS: I'm not clear how to answer that.

14 THE COURT: OK. Let's try a new question then.

15 MR. AVENATTI: Well, let me see if I can break it  
16 down.

17 Q. Did you write -- you understand that, right?

18 A. Yes.

19 MR. SOBELMAN: Objection.

20 THE COURT: Mr. Avenatti, sustained. Just ask  
21 questions, please.

22 Q. Ms. Daniels, we established yesterday that everything in  
23 your book is correct, right?

24 MR. SOBELMAN: Objection.

25 THE COURT: Just ask your question, Mr. Avenatti.



MlsWave4

Clifford - Cross

1 BY MR. AVENATTI:

2 Q. Ms. Daniels, did you put anything in your book, that you  
3 can recall, contradicting your statement to the jury moments  
4 ago that you had previously said you did not like me and had  
5 fired me three times?

6 A. The book was done in June.

7 MR. AVENATTI: Move to strike, your Honor.

8 THE COURT: All right. Let's move on.

9 Next question, please.

10 MR. AVENATTI: Your Honor, could I get an answer to  
11 that question?

12 THE COURT: No. Next question, please.

13 BY MR. AVENATTI:

14 Q. Ms. Daniels, before you hired me, you did some research  
15 into me, did you not?

16 MR. SOBELMAN: Objection.

17 THE COURT: Overruled.

18 A. I don't remember. I googled the night before.

19 Q. Well, isn't it true that after the evening that we met at  
20 the Waldorf Astoria, in fact, you looked me up on Wikipedia?

21 A. Yes.

22 Q. And isn't it true that at that time you told your friend  
23 Kayla about a bunch of my cases?

24 A. I googled you and read her what came up, yes.

25 Q. And you told her about a bunch of my cases, right?

MlsWave4

Clifford - Cross

1 A. Yes.

2 Q. OK. What do you recall telling her about -- well, strike  
3 that.

4 What do you recall reading about my cases before you  
5 signed the fee agreement?

6 MR. SOBELMAN: Objection.

7 THE COURT: Sustained.

8 BY MR. AVENATTI:

9 Q. Ms. Daniels, what you read when you looked me up influenced  
10 your decision of whether to hire me, did it not?

11 A. Yes.

12 Q. What do you recall reading?

13 MR. SOBELMAN: Objection.

14 THE COURT: Sustained.

15 BY MR. AVENATTI:

16 Q. Ms. Daniels, in connection with the CrowdJustice, the  
17 raising of the money with CrowdJustice, there were updates that  
18 would be posted to the CrowdJustice page which you approved,  
19 right?

20 A. Which part of the question?

21 Q. Well, let me break it down.

22 Do you recall that we were previously speaking about  
23 CrowdJustice?

24 A. Yes.

25 Q. All right. On the CrowdJustice website, there was a page

MlsWave4

Clifford - Cross

1 that was dedicated to the efforts to raise money for the cause,  
2 right?

3 A. Yes.

4 Q. All right. And do you recall that there were periodic  
5 updates that were posted from you on that page?

6 A. I never posted to that page.

7 Q. Well, do you recall approving certain posts made to the  
8 page?

9 A. Some.

10 Q. OK. Do you recall approving an update that was posted on  
11 April 24, 2018, that said, "This money is not going to me  
12 personally, ever"?

13 A. I don't remember.

14 Q. Do you recall approving an update that was posted on March  
15 15, 2018, that said: I want to be clear as to what this money  
16 is not being raised for. The money is not going to me  
17 personally, ever. It is only being used to cover the legal  
18 expenses and potential damages I describe on the home page. If  
19 the money is not needed, it will be used pursuant to the  
20 CrowdJustice guidelines on unused funds, as with all other  
21 cases on their site. In other words, I am not going to pocket  
22 any money?

23 Do you recall that?

24 A. Yes. You wrote that.

25 Q. I'm sorry?

MlsWave4

Clifford - Cross

1 A. Yes.

2 Q. You approved that, right?

3 A. I don't remember.

4 Q. Are you denying you approved it?

5 MR. SOBELMAN: Objection.

6 THE COURT: Sustained.

7 BY MR. AVENATTI:

8 Q. Do you recall on March 15, 2018, in response to someone  
9 making a statement on Twitter you wrote, quote: You are a  
10 fucking moron. I can't touch that money. It goes straight to  
11 legal fees. Try again, dipshit?

12 A. I don't know what I said on what day. Probably.

13 Q. Do you recall the day before that, on March 14, 2018, also  
14 writing on Twitter, quote: It will be used to cover legal  
15 fees/court costs/etc. Anything after that will be returned or  
16 donated to charity (depending on the rules). I will not be  
17 pocketing a single penny from the legal funding.

18 Do you recall writing that on Twitter?

19 A. No, but I'm sure I did.

20 Q. By the way, from early 2018 until the present, nobody  
21 writes your tweets, do they?

22 THE COURT: Can you clarify that question?

23 MR. AVENATTI: Sure.

24 THE COURT: Somebody writes the tweets.

25 MR. AVENATTI: Fair enough, your Honor. Terrible

MlsWave4

Clifford - Cross

1 question.

2 Q. Ms. Daniels, from early 2018 to the present, you're  
3 responsible for the content that is sent out from your Twitter  
4 feed, right?

5 A. I'm responsible for it, yes.

6 Q. And you review everything before it gets posted, right?

7 A. Yes.

8 Q. And do you post it, or does somebody post it for you?

9 A. I post.

10 Q. And isn't it true that in 2018, Glen became more and more  
11 critical of you, saying that you were being dramatic about  
12 needing two security guards?

13 MR. SOBELMAN: Objection.

14 THE COURT: Sustained.

15 BY MR. AVENATTI:

16 Q. Do you recall, as it relates to your security detail, that  
17 you went through a number of security guards before finally  
18 settling on Brandon and Travis?

19 MR. SOBELMAN: Objection. Relevance.

20 THE COURT: Sustained.

21 BY MR. AVENATTI:

22 Q. Well, Ms. Daniels, you recall that in March and April of  
23 2018, I was making payments to various security firms on your  
24 behalf, right?

25 A. Yes.

MlsWave4

1 THE COURT: All right. We're going to take our break  
2 there.

3 Ladies and gentlemen, it's 12:30. I'm going to steal  
4 five minutes of your lunch since we had a break this morning.  
5 So let's be ready at 1:05 and hopefully get started a couple  
6 minutes thereafter.

7 During the break, keep an open mind. You haven't  
8 heard all the evidence. Do not communicate about the case with  
9 anyone involved in it, with each other, or anyone else, and  
10 don't do any research about the case.

11 With that, enjoy your lunch, and we'll see you  
12 approximately 1:10. Thank you.

13 MR. AVENATTI: Your Honor, I believe Mr. --

14 THE COURT: Please.

15 Nobody speak to the jurors, please.

16 Have a seat.

17 MR. AVENATTI: Your Honor, I believe Mr. --

18 THE COURT: Hold on, please.

19  
20 (Continued on next page)  
21  
22  
23  
24  
25

MlsWave4

1 (Jury not present)

2 THE COURT: Yes. Mr. Avenatti, can we excuse the  
3 witness?

4 MR. AVENATTI: Yes.

5 THE COURT: OK.

6 Ms. Daniels, you can step down. Please be back in  
7 here at 1:05, ready to go with the rest of your cross.

8 Mr. Avenatti, I assume you have about an hour left.  
9 Is that right?

10 MR. AVENATTI: I think that's a fair estimate, your  
11 Honor.

12 THE COURT: OK. Thank you.

13 MR. AVENATTI: Plus or minus 15 minutes. I may be  
14 done sooner than that.

15 THE COURT: All the better.

16 You can step out, Ms. Daniels.

17 Thank you.

18 (Witness not present)

19 THE COURT: The witness is out of the room.

20 Yes, Mr. Avenatti.

21 MR. AVENATTI: I understand that Mr. Brewster would  
22 like to address the Court.

23 THE COURT: OK. Mr. Avenatti, before you leave the  
24 box, please put your mask back on.

25 MR. AVENATTI: I forgot. I'm sorry.

MlsWave4

1 THE COURT: It's OK. I'm just reminding you.

2 Before Mr. Brewster addresses me, or as he approaches,  
3 two things.

4 First, upon reflection, Mr. Avenatti, I don't need  
5 your authority about re-calling the witness over lunch. Bottom  
6 line is I'll give you latitude, as I said yesterday, to go  
7 beyond the scope and ask any relevant lines of questioning that  
8 you might want to elicit as part of your case in chief. In the  
9 event that, after being given that opportunity, you think that  
10 there's a basis to re-call her, you'll have to persuade me that  
11 there's a basis to re-call her. So I think the bottom line is  
12 it's not actually ripe at the moment, so I'll relieve you of  
13 having to bring that to my attention right now.

14 Second, assuming that Mr. Avenatti has less than an  
15 hour to go, I assume there's a chance -- it will be close --  
16 that the government would finish with all the witnesses it  
17 currently plans to call today. Is that accurate? I recognize  
18 it will be tight.

19 Here's why I ask. Given my ruling this morning that  
20 Mr. Avenatti needs to comply with the subpoena by tomorrow, my  
21 inclination would be, if you do get through the remainder of  
22 your witnesses, to not have you rest until Monday morning so  
23 that you have an opportunity to review the subpoena production  
24 and use it as part of your case in chief in the event that you  
25 wish to do so.



MlsWave4

1 MR. SOBELMAN: We were going to request as much and  
2 would appreciate that.

3 THE COURT: OK. Very good. We'll do that. If you do  
4 get through your witnesses, we'll call it quits there. And if  
5 you don't, then obviously we'll pick up on Monday.

6 Yes, Mr. Brewster.

7 MR. BREWSTER: Your Honor, if it please the Court, my  
8 name is Clark Brewster.

9 I was subpoenaed by Mr. Avenatti, and I believe the  
10 motion to quash was sustained pending another special showing  
11 of some type as to whether --

12 THE COURT: Can you just put the microphone down a  
13 little bit.

14 MR. BREWSTER: Sure. I apologize, your Honor.

15 THE COURT: That's OK. I just want to be sure I can  
16 hear you.

17 MR. BREWSTER: Yes.

18 So I've been subpoenaed as a witness. As you recall,  
19 motion to quash was sustained --

20 THE COURT: Right.

21 MR. BREWSTER: -- subject to a special showing.

22 I'm also here on behalf of Ms. Clifford, advising her  
23 especially.

24 I've had a family medical emergency I just found out  
25 about that is significant and urgent, and I don't know what the

MlsWave4

1 status is, if he's going to make a show for me to stay later or  
2 next week. I just want to get some clarification, if I could.

3 THE COURT: All right. First of all, I'm sorry to  
4 hear about your family emergency, and I hope all is OK.

5 MR. BREWSTER: Thank you.

6 THE COURT: I guess you're welcome to talk to Mr.  
7 Avenatti. The bottom line is no application has been made to  
8 me. Unless and until it is made and I rule on it, I can't  
9 really tell you whether you'll be required in next week or not.  
10 So it may depend on what your situation is, your availability,  
11 and other such things. We'll obviously try to respect  
12 whatever's going on with your family, but I'm not sure that we  
13 can definitively answer your fate at this moment.

14 MR. BREWSTER: Your Honor, I would ask if I am asked  
15 to testify that I be able to, maybe, appear via video rather  
16 than come back to New York.

17 THE COURT: Again, all of this is premature. I don't  
18 know whether you'll have to testify at all. If you do, perhaps  
19 both sides would agree to do it by video. I just can't say for  
20 sure, but certainly everybody hears you loud and clear and  
21 understands. I don't know what you're dealing with -- I'm not  
22 going to ask certainly in open court -- but we'll obviously try  
23 to accommodate you as a nonparty in whatever ways we can.

24 MR. BREWSTER: Thank you, your Honor. Appreciate it.

25 THE COURT: All right. While you're here, let me

MlsWave4

1 raise one other issue. I think I'm prepared at this time to  
2 unseal the pretrial letters regarding Ms. Clifford's  
3 cross-examination and the defense request for a 17(c) subpoena.  
4 It seems to me that that ground has been pretty well trod, and  
5 at this point there's no interest, the public access  
6 outweighing any interest in privacy.

7 Any objection from the government?

8 MR. SOBELMAN: No, your Honor.

9 THE COURT: Mr. Brewster, do you wish to be heard on  
10 that?

11 MR. BREWSTER: No.

12 THE COURT: Mr. Avenatti, I assume since you had moved  
13 to unseal those, you have no objection as well.

14 MR. AVENATTI: Correct.

15 THE COURT: I will unseal those five letters and  
16 docket them in due course.

17 Anything else from the government?

18 MR. SOBELMAN: Your Honor, you want us back at 1:05?

19 THE COURT: 1:05.

20 MR. SOBELMAN: Thank you, your Honor.

21 THE COURT: Anything else from you, Mr. Avenatti?

22 MR. AVENATTI: Yes, your Honor. Two issues, and I'll  
23 try to make them as brief as possible.

24 First, I offer the text message that Ms. Daniels told  
25 me that the Stormy Entertainment account was closed.

MlsWave4

1 THE COURT: Yes. ST12.

2 MR. AVENATTI: ST12.

3 The Court sustained the government's objection. This  
4 text message was offered as a prior inconsistent statement, and  
5 I ask the Court to reconsider my application for admission of  
6 that text message into evidence. It's a critical piece of  
7 evidence in the case.

8 THE COURT: But she admitted on the stand that she  
9 sent you a text message stating that, so why do you need this  
10 to impeach her or to prove the inconsistent statement? She  
11 admitted it.

12 MR. AVENATTI: Because I would like the jury to have  
13 the benefit of the text message when they deliberate on the  
14 case, and I would like the text message itself into evidence,  
15 as the government has been able to admit many, many, many text  
16 messages.

17 THE COURT: What-about-ism isn't a legal argument.  
18 Mr. Sobelman.

19 MR. SOBELMAN: We object, your Honor. It's  
20 cumulative.

21 THE COURT: We'll leave it where it is.  
22 Next issue.

23 MR. AVENATTI: Yes, your Honor.

24 The next issue is I also would like to address, your  
25 Honor, the issue of the sustaining of objections as to many

MlsWave4

1 questions relating to the questions I posed to Ms. Daniels  
2 concerning her experience with fee contracts, knowledge of fee  
3 contracts, etc.

4 The government, your Honor, placed the fee contract in  
5 evidence. The government examined witnesses extensively about  
6 the contract. The government's opening statement made  
7 reference to the contract. The government asked Ms. Daniels  
8 numerous times whether I had ever said that I was entitled to  
9 the proceeds from the book. The government asked Ms. Daniels  
10 about her understanding of the terms of the fee contract.

11 I should not be precluded from questioning her about  
12 her understanding of what constitutes a "reasonable fee," as  
13 set forth in the contract, and what would be a reasonable fee  
14 based on her experiences with other attorneys. The door to  
15 this line of questioning was opened by the government, and my  
16 questions go to the heart of my defense that the contract  
17 entitled me to a reasonable percentage of her \$800,000 book  
18 deal.

19 THE COURT: No. 1, I have allowed you to inquire about  
20 her understanding of your contract with her. So in that sense,  
21 you've already done that.

22 I don't think that her prior contracts or her general  
23 understanding prior to entering into that contract, about  
24 contract law generally, or fee agreements with other attorneys  
25 has any relevance.

MlsWave4

1           No. 3, to the extent that you want to make the  
2 argument, it pertains to your state of mind, not to  
3 Ms. Daniels's state of mind. Whether she thought you were  
4 entitled to that money or not, frankly, doesn't matter. If the  
5 question is whether you did or that you sought to defraud her  
6 of that money through false and fraudulent means; it's your  
7 state of mind that matters, not Ms. Daniels's state of mind,  
8 not Ms. Daniels's understanding of the contract.

9           No. 4, the contract speaks for itself. It is in  
10 evidence. I did allow limited questions from both sides  
11 regarding her understanding of it because I thought, to some  
12 limited extent, that was relevant. But at the end of the day,  
13 the contract is in evidence. Both sides can make arguments  
14 about it, and we'll go from there.

15           Finally, No. 5, I'd like to add to the *quantum meruit*  
16 question the following:

17           Now, I could be wrong. I don't know California  
18 contract law as much as I know New York law, but I'm pretty  
19 confident that that last provision -- that a reasonable fee to  
20 be agreed upon -- is an unenforceable agreement to agree; that  
21 is to say, that that is not actually an enforceable contract.

22           So again, the landscape may change if Mr. Avenatti  
23 testifies and testifies to his understanding of that provision,  
24 because that's a different question than the objective question  
25 of whether it's enforceable, but it again raises the question

MlsWave4

1 of whether and to what extent and what I should instruct the  
2 jury about with respect to contract law, with respect to  
3 *quantum meruit*, with respect to all of these matters. So I  
4 just wanted to flag that and put a marker there as something  
5 I'll probably want to hear from both sides over the weekend  
6 about.

7 The bottom line is, no, you're not going into her  
8 prior fee agreements with other lawyers. It's not relevant to  
9 this case. Her state of mind is not relevant to this case.

10 Next.

11 MR. AVENATTI: The last issue, before lunch, your  
12 Honor, is I asked a number of questions relating to payments  
13 from the trust account to my law firm and whether the firm was  
14 entitled to deduct payments for costs and fees, whether she  
15 disagreed with that assertion, whether she was asserting that  
16 there was something improper about the deduction of costs and  
17 fees or other payments from the trust account, and the  
18 government objected repeatedly and the Court sustained those  
19 objections.

20 THE COURT: Right, because it's not relevant. Her  
21 state of mind, her understanding, her belief of whether you  
22 were entitled to deduct those fees or not is not relevant.  
23 Same exact issue. It's your state of mind that matters, not  
24 her state of mind. Full stop.

25 Anything else?

MlsWave4

1 MR. AVENATTI: Not at this time.

2 THE COURT: Mr. Sobelman, do you wish to add anything  
3 to what I've said?

4 MR. SOBELMAN: No, your Honor. I wish to go eat  
5 lunch.

6 THE COURT: Very well. Permission granted.

7 I'll see you all at 1:05.

8 MR. SOBELMAN: Thank you, your Honor.

9 (Luncheon recess)

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25



M1S8AVE5

Clifford - Cross

## AFTERNOON SESSION

1:05 p.m.

THE COURT: Let's get the witness back.

When Mr. Avenatti is here, we will get the jury.

Let's go get the jury and let me know when they are  
ready to come in.

MR. AVENATTI: Your Honor, apologies, I was in the  
bathroom.

THE COURT: Are you ready to go?

MR. AVENATTI: Yes, sir.

THE COURT: Welcome back, Ms. Daniels.

If you could step up, please.

You can remove your mask and we will get started when  
the jury is back.

(Continued on next page)

M1S8AVE5

Clifford - Cross

1 (Jury present)

2 THE COURT: You may be seated.

3 Welcome back, ladies and gentlemen. I understand your  
4 food was a minute or two after you arrived. I apologize for  
5 that, but I hope you had enough time to enjoy it.

6 With that, we will continue with the cross-examination  
7 of Ms. Daniels.

8 Ms. Daniels, I remind you that you remain under oath.

9 Mr. Avenatti, you may proceed.

10 MR. AVENATTI: Thank you, your Honor.

11 BY MR. AVENATTI:

12 Q. Good afternoon, Ms. Daniels.

13 A. Good afternoon.

14 Q. Ms. Daniels, in March of 2018, you understood that Donald  
15 Trump was pursuing you for \$20 million in damages, did you not?

16 A. Yes.

17 Q. Who was defending you in connection with that?

18 A. You were.

19 Q. And when you first found out about that, you were very  
20 concerned about it, were you not?

21 MR. SOBELMAN: Objection.

22 THE COURT: Sustained.

23 Q. Ms. Daniels, it was important that you have legal  
24 representation to defend yourself against Donald Trump, was it  
25 not?

M1S8AVE5

Clifford - Cross

1 MR. SOBELMAN: Objection.

2 THE COURT: Sustained.

3 Q. Ms. Daniels, one of the reasons why you asked me to  
4 represent you in defending you against Donald Trump was because  
5 you were concerned about ultimately owing money, am I correct?

6 A. I didn't ask you to represent me.

7 Q. Who did you understand was representing you, Ms. Daniels?

8 MR. SOBELMAN: Objection.

9 THE COURT: Sustained.

10 Q. Ms. Daniels, who did you ask to represent you?

11 MR. SOBELMAN: Objection.

12 THE COURT: You may answer.

13 A. A man named Sean.

14 Q. Before you entered into the fee agreement that has been  
15 before the jury, right?

16 A. Yes.

17 Q. Did you ever have a fee agreement with Sean?

18 A. No.

19 Q. Did you ever try to hire Sean after February 27th of 2018?

20 A. No.

21 Q. Now, we started off -- strike that.

22 We started off yesterday afternoon, I asked you if you  
23 always told the truth. Do you recall that?

24 MR. SOBELMAN: Objection.

25 THE COURT: Next question, please.

M1S8AVE5

Clifford - Cross

1 Q. Ms. Daniels, you testified yesterday that you always tell  
2 the truth.

3 Now, that's not true, is it?

4 MR. SOBELMAN: Objection.

5 THE COURT: Overruled.

6 You may answer.

7 A. I try my best, yes.

8 Q. Let me show you what has been marked as DX K, as in kite.

9 MR. AVENATTI: For the witness only, please.

10 Q. Do you see that, Ms. Daniels?

11 A. Yes.

12 Q. Is that your signature on the page?

13 A. Yes.

14 Q. Do you recognize this document?

15 A. Yes.

16 Q. Is this a letter you signed on or about January 10, 2018?

17 A. Yes.

18 MR. AVENATTI: Your Honor, the defense offers Exhibit  
19 K.

20 MR. SOBELMAN: Objection.

21 THE COURT: I will reserve judgment on that.

22 MR. AVENATTI: Can I offer it?

23 THE COURT: I am going to reserve judgment on it so we  
24 can discuss it. Do you need it in evidence to ask any further  
25 questions?

M1S8AVE5

Clifford - Cross

1 MR. AVENATTI: Yes, your Honor. I am happy to ask one  
2 more foundational question.

3 THE COURT: Why don't you do that.

4 BY MR. AVENATTI:

5 Q. Ms. Daniels, the statement in this document -- strike that.

6 This document is not entirely true, is it?

7 A. No, it's not.

8 MR. AVENATTI: The defense offers Exhibit K.

9 MR. SOBELMAN: Objection, your Honor. Extrinsic.

10 THE COURT: Sustained.

11 Q. Ms. Daniels, you have in the past signed documents that you  
12 knew to be completely false, have you not?

13 A. No.

14 MR. AVENATTI: Your Honor, the defense offers K.

15 MR. SOBELMAN: Objection.

16 THE COURT: Same ruling.

17 Q. Ms. Daniels, isn't it true that on January 10, 2018, you  
18 signed a letter that you knew was false?

19 A. Portions of it, yes.

20 MR. AVENATTI: Your Honor, I offer K.

21 THE COURT: Denied.

22 Q. And you understood that this letter that you signed was  
23 going to be disseminated to the public, correct?

24 A. Yes.

25 Q. You knew that that letter that you signed on that date was

M1S8AVE5

Clifford - Cross

1 going to be disseminated to more people than are presently in  
2 this courtroom right now, didn't you?

3 MR. SOBELMAN: Objection.

4 THE COURT: Sustained.

5 Q. Ms. Daniels, you knew that that letter was going to be  
6 disseminated to the public at large, right?

7 MR. SOBELMAN: Objection.

8 THE COURT: Sustained. Asked and answered.

9 Q. Ms. Daniels, you knew that that letter was going to be sent  
10 out to millions of people?

11 MR. SOBELMAN: Objection.

12 THE COURT: Overruled.

13 You can answer it.

14 A. Yes. My attorney told me to.

15 MR. AVENATTI: Move to strike everything after "yes"  
16 as nonresponsive.

17 THE COURT: Granted.

18 The jury will disregard everything after "yes."

19 Q. And in the letter, you stated that you had become aware  
20 that certain news outlets were alleging that you had had a  
21 romantic affair with Mr. Trump, Donald Trump, and that that was  
22 absolutely false; right, that's what you said?

23 A. Because it was not romantic.

24 THE COURT: Just yes or no, is that what you said?

25 THE WITNESS: Yes.

M1S8AVE5

Clifford - Cross

1 Q. You also said that your involvement with Donald Trump was  
2 limited to a few public appearances and nothing more, didn't  
3 you?

4 A. Yes.

5 Q. And that was not true when you signed the letter, was it?

6 A. No.

7 Q. You also stated, When I met Donald Trump, he was gracious,  
8 professional, and a complete gentleman to me and everyone in my  
9 presence. That's what you signed, right?

10 A. Yes.

11 Q. And that too was completely false, wasn't it?

12 A. No.

13 Q. You then said, Rumors that I have received hush money from  
14 Donald Trump are completely false, didn't you?

15 A. Yes.

16 Q. And what was completely false was your statement about the  
17 rumors, wasn't it?

18 MR. SOBELMAN: Objection. Argumentative.

19 THE COURT: Overruled.

20 A. No.

21 Q. Even though you signed a document that said, rumors that I  
22 have received hush money from Donald Trump are completely  
23 false, even though you signed that document, you had, in fact,  
24 received hush money from Donald Trump, true?

25 A. Cohen paid me.

M1S8AVE5

Clifford - Cross

1 Q. So you were relying on the fact that the letter said that  
2 it came from Donald Trump, but really the money came from  
3 Michael Cohen on behalf of Donald Trump, is that your  
4 testimony?

5 A. Yes.

6 MR. SOBELMAN: Objection.

7 THE COURT: Overruled.

8 What was your answer?

9 THE WITNESS: Yes.

10 Q. You also said that if indeed you did have a relationship  
11 with Donald Trump, that trust you, people wouldn't be reading  
12 about it in the news, you would be reading about it in your  
13 book, right?

14 A. Yes.

15 Q. Then you said, But the fact of the matter is these stories  
16 are not true. That's what you said, correct?

17 A. Correct.

18 Q. But the fact of the matter, Ms. Daniels, was, in fact, some  
19 of those stories were true, were they not?

20 A. I did not have a relationship with Donald Trump.

21 Q. Ms. Daniels, you signed a letter that suggested that you  
22 never had a relationship with him, you never received hush  
23 money, a hush money payment, and that the news stories are not  
24 true, and you knew your statements to be false, did you not?

25 MR. SOBELMAN: Objection.



M1S8AVE5

Clifford - Cross

1 THE COURT: Sustained.

2 MR. AVENATTI: The defense again offers K.

3 THE COURT: Same ruling again. Denied.

4 MR. AVENATTI: Can we have Exhibit L, as in Larry, DX  
5 L, just for the witness.

6 Q. Before we get to L, at the time that you signed that letter  
7 that we were just discussing, on or about January 10, 2018, you  
8 had received a \$130,000 payment in the final days of the 2016  
9 election from Michael Cohen on behalf of Mr. Trump, did you  
10 not?

11 MR. SOBELMAN: Objection.

12 THE COURT: Overruled.

13 A. Yes.

14 Q. Now, three weeks after that -- strike that.

15 Ms. Daniels, you signed the letter we were just  
16 talking about because you didn't want to lose any portion of  
17 your \$130,000 payment, isn't that true?

18 A. No.

19 Q. Let's go to DX L. Do you have it?

20 A. Yes.

21 THE COURT: Just the witness.

22 Q. Ms. Daniels, on January 30, 2018, you signed this document,  
23 did you not?

24 A. Yes.

25 Q. And it's a letter, right?

M1S8AVE5

Clifford - Cross

1 A. It's a statement.

2 Q. OK. It's a statement you signed?

3 A. Yes.

4 Q. At the time you signed the statement, you knew it to be  
5 false, correct?

6 A. Yes.

7 MR. AVENATTI: Your Honor, the defense offers DX L.

8 MR. SOBELMAN: Objection. Extrinsic.

9 THE COURT: Sustained.

10 Q. In the letter, Ms. Daniels, you stated that over the past  
11 few weeks, I have been asked countless times to comment on  
12 reports of an alleged sexual relationship I had with Donald  
13 Trump many, many, many years ago, right?

14 A. Yes.

15 Q. What is a fact?

16 MR. SOBELMAN: Objection.

17 THE COURT: Sustained.

18 Q. What do you understand a fact to be, Ms. Daniels?

19 MR. SOBELMAN: Objection.

20 THE COURT: Sustained.

21 Q. Ms. Daniels, you then stated, the fact of the matter is  
22 that each party to this alleged affair denied its existence in  
23 2005, 2011, 2016, 2017, and now again in 2018. Do you recall  
24 that?

25 A. Yes.

M1S8AVE5

Clifford - Cross

1 Q. You then stated, I am not denying this affair because I was  
2 paid, quote, hush money, close quote, as has been reported in  
3 overseas owned tabloids. I am denying this affair because it  
4 never happened. That's what you signed, correct?

5 A. Yes.

6 Q. And that was a complete lie, wasn't it?

7 A. No.

8 Q. Ms. Daniels, do you recall that in March of 2018 --

9 THE COURT: Let's take this down, please.

10 Q. Do you recall in March of 2018 you sat for an interview  
11 with Anderson Cooper on the show 60 Minutes?

12 A. Yes.

13 Q. Were you truthful in that interview?

14 A. Absolutely.

15 Q. 100 percent, right?

16 A. Yes.

17 Q. Isn't it true that during that interview, Mr. Cooper asked  
18 you about that very statement that I just read and asked you,  
19 that's a lie, and you responded, contrary to what you just told  
20 this jury, you responded, yes?

21 MR. SOBELMAN: Objection.

22 THE COURT: Overruled.

23 A. I don't consider getting cornered coming out of a bathroom  
24 to be an affair.

25 MR. AVENATTI: Move to strike as nonresponsive.

M1S8AVE5

Clifford - Cross

1 THE COURT: Granted.

2 Just answer the question. Did you say that in the  
3 interview with Mr. Cooper?

4 THE WITNESS: Yes.

5 Q. So you told Mr. Cooper on 60 Minutes that it was a lie, but  
6 you just testified to this jury under oath that it was not a  
7 lie. Do I have that correct?

8 MR. SOBELMAN: Objection. It misstates the testimony.

9 THE COURT: Sustained.

10 Q. Ms. Daniels, what is more important to you, being honest to  
11 this jury or being honest to Anderson Cooper?

12 MR. SOBELMAN: Objection.

13 THE COURT: Sustained.

14 Mr. Avenatti, let's move to a new line of questioning,  
15 please.

16 Q. In fact, you wrote about this very same statement in your  
17 book, the one that you told the jury is 100 percent true, did  
18 you not?

19 A. Yes.

20 MR. AVENATTI: Let's have S14 just for the witness.

21 THE COURT: Mr. Avenatti, I am going to ask you to  
22 move on to a new line of questioning, new topic.

23 MR. AVENATTI: Your Honor, I would like to offer S14  
24 and S15.

25 THE COURT: I don't know what they are, but if it's

M1S8AVE5

Clifford - Cross

1 what I just saw on the screen, that's denied. And let's move  
2 on to a new topic, please.

3 Q. Ms. Daniels, have you ever stated that the statement was,  
4 quote, complete bullshit?

5 MR. SOBELMAN: Objection.

6 THE COURT: Ask that question again. I missed one of  
7 the words.

8 MR. AVENATTI: Can I have S15, please, for the benefit  
9 of his Honor.

10 Q. Ms. Daniels, isn't it true that you stated in your book  
11 that the January 30, 2018 statement was, quote, complete  
12 bullshit?

13 A. It is complete bullshit.

14 Q. Ms. Daniels, the fact of the matter is that consistently in  
15 your adult life, when it has mattered the most, you have lied?

16 MR. SOBELMAN: Objection.

17 Q. Isn't that true?

18 THE COURT: Sustained.

19 Q. In fact, Ms. Daniels, isn't it true that in your book, you  
20 admit to many, many lies that you told to Glen?

21 MR. SOBELMAN: Objection.

22 THE COURT: Overruled.

23 THE WITNESS: I don't know what he is referring to,  
24 exactly.

25 MR. AVENATTI: Let's have S6, please, for the benefit

M1S8AVE5

Clifford - Cross

1 of the witness.

2 Q. Do you see that, Ms. Daniels?

3 A. Yes.

4 Q. Does that refresh your recollection that in the book you  
5 discuss the various lies that you told Glen over the course of  
6 your relationship?

7 A. No. That's one sentence and I don't know the context.

8 Q. Ms. Daniels, isn't it true that you wrote in your book that  
9 you had told your husband that you felt like too much time had  
10 passed and that you just couldn't tell him, so you lied to him?

11 A. I never told him what happened, it was before him. It's  
12 not a lie, it's a secret.

13 Q. So in your mind there is a difference between keeping a  
14 secret and a lie?

15 MR. SOBELMAN: Objection.

16 THE COURT: Sustained.

17 Q. Isn't it true that in your book you admit to repeatedly  
18 lying to your husband because you thought he wasn't well?

19 MR. SOBELMAN: Objection. Hearsay.

20 THE COURT: Sustained.

21 Let's move on, Mr. Avenatti.

22 Q. Ms. Daniels, isn't it true that on page 214 of your book  
23 you admit to being dishonest?

24 MR. SOBELMAN: Objection. Hearsay.

25 THE COURT: Sustained.

M1S8AVE5

Clifford - Cross

1 Q. Now, in November of 2018, at the same time that there were  
2 these text messages that the government asked you about --

3 THE COURT: Sustained.

4 Start your question over, please.

5 Q. Yesterday you were asked about some text messages during  
6 the time period of November 2018. Do you recall that?

7 A. Yes.

8 Q. Now, in November 2018, you had asked me to assist you in a  
9 dispute that you were having with Keith Munyan and JD Barrale,  
10 correct?

11 A. Yes.

12 Q. And the dispute was that you were accusing them of stealing  
13 your money, correct?

14 A. Yes.

15 MR. SOBELMAN: Objection.

16 THE COURT: Overruled.

17 Is that correct?

18 A. I had given them money --

19 THE COURT: Just, is that correct?

20 THE WITNESS: I didn't know if they had stole it. So  
21 no.

22 MR. AVENATTI: Move to strike.

23 THE COURT: Denied. Next question.

24 Q. Ms. Daniels, didn't you accuse Mr. Munyan and Mr. Barrale  
25 of stealing your money in November of 2018 and asked me to

M1S8AVE5

Clifford - Cross

1 assist you with it?

2 MR. SOBELMAN: Objection.

3 THE COURT: Overruled.

4 A. I asked you to speak to them about the whereabouts of  
5 money.

6 Q. So you did not accuse them of stealing your money, is that  
7 your testimony?

8 MR. SOBELMAN: Objection.

9 THE COURT: Overruled.

10 A. And then later, yes.

11 Q. So you did accuse them of stealing your money?

12 A. Yes.

13 Q. In connection with those accusations, you accused -- strike  
14 that.

15 At the time, how long had you known both of them?

16 MR. SOBELMAN: Objection. Relevance.

17 THE COURT: Overruled.

18 A. Keith, 18 years; JD, three.

19 Q. And the amount of money that you claim they had stolen from  
20 you was approximately how much?

21 A. Between 26 and \$30,000.

22 Q. And in connection with that dispute, you told your two  
23 friends, JD and Keith, that if they didn't pay the money, that  
24 you would expose them and immediately go to the police and  
25 claim they committed a crime, didn't you?



M1S8AVE5

Clifford - Cross

1 MR. SOBELMAN: Objection.

2 THE COURT: Overruled.

3 A. I can't remember if I said that exactly, but yes, I  
4 threatened to go to the authorities.

5 Q. And you had your husband send them an e-mail calling them  
6 both faggots, didn't you?

7 A. No, I did not.

8 THE COURT: Sustained.

9 The jury will disregard that question and the answer.

10 Q. Ms. Daniels, your allegations relating to Mr. Munyan and  
11 Mr. Barrale -- well, you had a number of allegations against  
12 them, did you not?

13 MR. SOBELMAN: Objection.

14 THE COURT: Sustained.

15 Q. Ms. Daniels, you claimed that these two individuals, who  
16 you had known for some time, had stolen your money and failed  
17 to give you a proper accounting, am I correct?

18 MR. SOBELMAN: Objection.

19 THE COURT: Sustained.

20 Let's keep this moving, Mr. Avenatti.

21 Q. And your allegations against your two long-time friends,  
22 those were made only weeks before you publicly accused me of  
23 not giving you an accounting, isn't that true?

24 A. Yes.

25 Q. And approximately one or two months later you also fired

M1S8AVE5

Clifford - Cross

1 your dragons, correct?

2 A. Yes.

3 Q. And when you fired your dragons, you also accused them of  
4 stealing from you, did you not?

5 A. I could not afford them.

6 MR. AVENATTI: Move to strike, your Honor.

7 THE COURT: Denied.

8 Next question.

9 Q. Ms. Daniels, do you deny that within a couple of months of  
10 November 2018, when you fired your dragons, do you deny that  
11 you accused them of stealing from you, yes or no?

12 MR. SOBELMAN: Objection.

13 THE COURT: Overruled.

14 A. I asked you to fire them, and I don't remember.

15 THE COURT: Next question, Mr. Avenatti.

16 Q. Ms. Daniels, isn't it true that you sent me a text message  
17 when you fired your dragons and informed me that you had done  
18 so because you were accusing them also of stealing from you?

19 MR. SOBELMAN: Objection. Hearsay.

20 THE COURT: Sustained.

21 Q. Ms. Daniels, did you ever tell me that the dragons had  
22 stolen from you?

23 MR. SOBELMAN: Objection. Same.

24 THE COURT: Not for the truth, but you can answer yes  
25 or no. Did you ever tell Mr. Avenatti that the dragons were

M1S8AVE5

Clifford - Cross

1 stealing from you?

2 A. I definitely don't remember that.

3 MR. AVENATTI: Your Honor, one moment, please.

4 Juliet, if I could please have Exhibit 5 for the  
5 benefit of the witness only, page 445 at the bottom.

6 THE COURT: Is this Government Exhibit 5, Mr.  
7 Avenatti?

8 MR. AVENATTI: Yes, sir.

9 445 at the bottom.

10 Q. Now, let's start with this text message from February 14th  
11 of 2019, the text message that reads "word," exclamation mark.

12 And I think, if I recall correctly, the government  
13 asked you how many exclamation marks were on this text message  
14 yesterday. Do you remember that?

15 A. Yes.

16 Q. So they asked you about this one, right?

17 A. Yes.

18 Q. I am going to show you a message immediately below that and  
19 ask if it refreshes your recollection.

20 Ms. Daniels, that very same day you texted me and  
21 said, just fired the dragons, did you not?

22 A. Yes.

23 Q. And I then asked you what happened, right?

24 MR. SOBELMAN: Objection. This portion of the  
25 document is not evidence.

M1S8AVE5

Clifford - Cross

1 THE COURT: Sustained.

2 Q. Ms. Daniels, do you recall that upon you telling me that,  
3 or informing me of that, I asked you what happened?

4 MR. SOBELMAN: Objection.

5 THE COURT: Overruled.

6 Do you recall if he said that?

7 A. That's what it says.

8 THE COURT: That's not the question. Do you recall  
9 him saying that?

10 THE WITNESS: No, I didn't recall.

11 Q. Ms. Daniels, do you deny that that's what I asked?

12 A. No.

13 MR. SOBELMAN: Objection.

14 THE COURT: Let's get to the point, Mr. Avenatti.

15 When you step out of the box, can you put your mask  
16 on.

17 MR. AVENATTI: Oh, certainly, your Honor. Sorry about  
18 that.

19 Q. Ms. Daniels, can you see that?

20 A. Kind of.

21 Q. It's a text message that you sent to me with a screenshot,  
22 correct?

23 A. Yes. It's blurry.

24 Q. Can you see that?

25 A. Yes. I can't read the screenshot.

M1S8AVE5

Clifford - Cross

1 Q. Can you see that, Ms. Daniels?

2 A. Yes.

3 Q. Do these text messages refresh your recollection that, in  
4 fact, you fired the dragons and you then sent me screenshots of  
5 your communications with the dragons accusing them also of  
6 stealing from you?

7 THE COURT: Hold on one second.

8 First of all, for the record, pages 445, 446 and 447  
9 have been shown to the witness.

10 Having said that, having seen what you have seen on  
11 the screen, does that refresh your recollection sitting here  
12 today that you told Mr. Avenatti that that's why you fired the  
13 dragons? Just yes or no.

14 THE WITNESS: No.

15 Q. Ms. Daniels, is it your testimony under oath that in  
16 February, mid-February of 2019, that you did not tell me you  
17 had fired the dragons because they had taken money from you?

18 MR. SOBELMAN: Objection. Asked and answered.

19 THE COURT: Sustained.

20 Move on to the next line, Mr. Avenatti.

21 Q. Ms. Daniels, as of February 14, 2019, you were of the  
22 belief that, quote, everyone, close quote, was fucking you  
23 over, isn't that true?

24 MR. SOBELMAN: Objection.

25 THE COURT: Let's not quote from something that may or

M1S8AVE5

Clifford - Cross

1 may not be in evidence. So sustained to the extent that it  
2 included any quotation marks. But why don't you ask the  
3 question again.

4 Q. Ms. Daniels, isn't it true that as of February 14, 2019,  
5 you believed that everyone was fucking you over?

6 A. Not everyone. Lots of people, yes.

7 Q. Did you ever state to me on or about that date that  
8 everyone was fucking you over?

9 A. Yes.

10 MR. AVENATTI: Your Honor, one moment, please.

11 THE COURT: Ladies and gentlemen, while we wait, if  
12 you want to stand up and just stretch in your place, you are  
13 welcome to.

14 Please have a seat.

15 Q. Ms. Daniels, as of February 2019, you had been ordered to  
16 pay Donald Trump approximately \$300,000 in attorneys' fees,  
17 correct?

18 MR. SOBELMAN: Objection.

19 THE COURT: Overruled.

20 A. I don't remember the date, but yes.

21 Q. Well, as of that date, you had been ordered to pay those  
22 fees, correct?

23 A. Yes.

24 Q. And you blamed me for that, did you not?

25 A. Yes.

M1S8AVE5

Clifford - Cross

1 Q. Have you paid any of those fees?

2 MR. SOBELMAN: Objection.

3 THE COURT: Sustained.

4 Q. Ms. Daniels, have you been required to pay any of those  
5 fees before taking the stand to testify yesterday?

6 MR. SOBELMAN: Objection.

7 THE COURT: Sustained.

8 Q. Ms. Daniels, have you attempted to have JD or Keith charged  
9 with any crimes?

10 MR. SOBELMAN: Objection.

11 THE COURT: Sustained.

12 Q. Ms. Daniels, do you stand behind your testimony thus far in  
13 this proceeding?

14 MR. SOBELMAN: Objection.

15 THE COURT: Sustained.

16 Q. Ms. Daniels, what percentage do you believe is a reasonable  
17 percentage for all of the work that me and my firm did for you?

18 MR. SOBELMAN: Objection.

19 THE COURT: Sustained.

20 Q. Ms. Daniels, as far as you're concerned, you don't owe a  
21 dollar more for the work that we did on your behalf, is that  
22 true?

23 MR. SOBELMAN: Objection.

24 THE COURT: Sustained.

25 Q. Ms. Daniels, do you wish to change any of your answers in

M1S8AVE5

Clifford - Cross

1 your testimony in this matter?

2 MR. SOBELMAN: Objection.

3 THE COURT: Sustained.

4 Q. Ms. Daniels, when you do work, do you get paid?

5 MR. SOBELMAN: Objection.

6 THE COURT: Sustained.

7 Are we coming to a close soon, Mr. Avenatti?

8 MR. AVENATTI: Yes, your Honor.

9 Q. Ms. Daniels, how many matters did me and my law firm assist  
10 you with?

11 A. I don't know.

12 Q. You know there were multiple federal cases, right?

13 A. I don't know.

14 Q. You have no idea?

15 A. No.

16 MR. SOBELMAN: Objection.

17 THE COURT: Move on.

18 Q. Ms. Daniels, I filed the NDA case on your behalf, correct,  
19 the case relating to the nondisclosure agreement, do you recall  
20 that?

21 A. Yes.

22 Q. That case was filed in federal court in Los Angeles, was it  
23 not?

24 A. I believe so, yes.

25 Q. Did you win that case?



M1S8AVE5

Clifford - Cross

1 MR. SOBELMAN: Objection.

2 THE COURT: Overruled.

3 A. It was dismissed.

4 Q. Did you win the case?

5 A. I don't know.

6 Q. Ms. Daniels, did you ever tell people that you won the  
7 case?

8 MR. SOBELMAN: Objection.

9 THE COURT: Sustained.

10 Q. Ms. Daniels, isn't it true that you repeatedly have  
11 correctly informed people that you won that case?

12 MR. SOBELMAN: Objection.

13 THE COURT: Sustained.

14 Q. Ms. Daniels, after reviewing the fee contract and its  
15 language, do you have any documentary evidence that I ever  
16 agreed to give up my right to a fee?

17 MR. SOBELMAN: Objection.

18 THE COURT: Sustained.

19 Q. Ms. Daniels, after you left here yesterday, were you able  
20 to locate a text message, an e-mail, a voice mail, a recording,  
21 or anything else that proves that I agreed to never take a  
22 portion of your book deal?

23 MR. SOBELMAN: Objection.

24 THE COURT: Sustained.

25 Your mask before you leave the box.

M1S8AVE5

Clifford - Redirect

1 MR. AVENATTI: No further questions at this time.

2 Ms. Daniels, thank you.

3 THE COURT: Mask before you leave, please.

4 Redirect.

5 MR. SOBELMAN: Yes, your Honor.

6 REDIRECT EXAMINATION

7 BY MR. SOBELMAN:

8 Q. Ms. Daniels, do you recall questions about telling the  
9 defendant you thought people might be fucking you over on  
10 February 14, 2019?

11 A. Yes.

12 Q. That week did you learn who was fucking you over?

13 A. Yes.

14 MR. AVENATTI: Objection. Argumentative.

15 THE COURT: Sustained.

16 Q. That week did you learn anything about your relationship  
17 with the defendant?

18 A. Yes.

19 Q. What, if anything, did you learn that week about your  
20 relationship with the defendant?

21 A. That he had been lying to me, that he had forged my  
22 signature, and that he had stolen my book money.

23 Q. When you told him that you thought that people were fucking  
24 you over, did he tell you that he had been lying to you and  
25 stealing from you?

M1S8AVE5

Clifford - Redirect

1 A. No.

2 Q. Ms. Daniels, do you recall being asked a number of  
3 questions about statements you signed with respect to Mr.  
4 Trump?

5 A. Yes.

6 Q. Were those statements signed before or after you met the  
7 defendant?

8 A. Before.

9 Q. Did those have anything to do with your book contract?

10 MR. AVENATTI: Objection. Speculation, your Honor.

11 THE COURT: Sustained.

12 Q. What, if anything, did the statements have to do with your  
13 book contract?

14 MR. AVENATTI: Same objection.

15 THE COURT: Sustained.

16 Q. Who wrote those two statements the defendant asked you  
17 about?

18 A. Michael Cohen.

19 Q. Did you edit them before you signed them?

20 A. No.

21 Q. Why did you sign them?

22 A. Because my attorney told me I had to.

23 Q. Was that attorney the defendant or someone else?

24 A. Someone else. I'm sorry.

25 Q. Ms. Daniels, I want to show you an exhibit, but it's an

1 audiovisual clip that is very brief. In order to show it to  
2 you, I have to hand you a laptop and a set of headphones, if  
3 the Court will permit.

4 THE COURT: You may.

5 Q. It's a clip that's marked as Government Exhibit 617.

6 THE WITNESS: Your Honor.

7 THE COURT: Put your mask on. I appreciate it.

8 MR. AVENATTI: I would like a moment to view the clip.  
9 I haven't seen the clip.

10 MR. SOBELMAN: Your Honor, we have produced this  
11 previously.

12 THE COURT: I'll tell you what. Let's get Ms. Daniels  
13 set up so she can watch it with the headphones, and then I will  
14 talk to Mr. Avenatti and counsel at the sidebar.

15 MR. SOBELMAN: Thank you, your Honor.

16 (Continued on next page)  
17  
18  
19  
20  
21  
22  
23  
24  
25

MlsWave6

Clifford - Redirect

1 (At sidebar)

2 THE COURT: OK. What is the clip?

3 MR. SOBELMAN: The clip is a brief clip of Mr.  
4 Avenatti on 60 Minutes saying that he would have done exactly  
5 what Ms. Daniels did with respect to the statements and would  
6 have signed it.

7 MR. AVENATTI: Your Honor, it's completely irrelevant  
8 to this witness's testimony and what she did. This was a  
9 hearsay statement. It's offered for the truth of the matter  
10 asserted.

11 THE COURT: Hold on. Mr. Avenatti, once again, it's  
12 not hearsay.

13 MR. AVENATTI: Your Honor, it is irrelevant in this  
14 context to offer the statement to Ms. Daniels. There's no  
15 foundation for the statement with this witness whatsoever.  
16 It's highly prejudicial under 403, and I object, your Honor, on  
17 multiple grounds. It's also irrelevant under 401. It's going  
18 to open up an entire line of recross relating to the --

19 THE COURT: Keep your voice down.

20 MR. AVENATTI: Counsel, please don't laugh at me.

21 It's going to open up an additional line of  
22 questioning relating to the context of the statement, when it  
23 was made, what the relationship was between us at the time it  
24 was made. I mean we're going to go down a rabbit hole on this  
25 because I'm going to have to, if your Honor permits this, I'm

MlsWave6

Clifford - Redirect

1 going to have to get into what she had told me during the  
2 course of the relationship about this. Again, this is going to  
3 open up a Pandora's box, your Honor. I'm going to have to be  
4 granted an opportunity to recross.

5 THE COURT: I got it.

6 There's certainly a strong argument that Mr. Avenatti  
7 opened the door to this with his cross. I guess it does seem  
8 to me that the more we dwell on her hush-money payments and  
9 statements about it and so forth, the more we are just going on  
10 a tangent from what this case is actually about. So tell me  
11 why I should permit this.

12 MR. SOBELMAN: Your Honor, we marked this clip in  
13 advance assuming that once the defendant saw that this existed  
14 and remembered what he had said he would not open the door to  
15 this. I'm shocked he did, but he's now left a misimpression  
16 that Ms. Daniels did something wrong. She was acting at the  
17 advice of her counsel at the time, and then the defendant went  
18 on television and said that he thought she was acting properly.

19 It is unconscionable that the defendant is going to be  
20 permitted, through the misimpression of the jury that she had  
21 done something wrong, when he had said exactly the opposite  
22 publicly, the exact statements we're talking about.

23 MR. AVENATTI: Your Honor, the issue is this. The  
24 witness testified at the beginning of cross that she always  
25 tells the truth and she's 100 percent honest. I offered the

MlsWave6

Clifford - Redirect

1 statements to impeach those statements on the record under  
2 oath. Your Honor denied me the ability to put in the actual  
3 statements, presumably under 403. And to now allow the  
4 government to play this out of context, again, it's highly  
5 prejudicial, your Honor, and on the 403 balancing, the Court  
6 should exclude the statement. And I don't want to have to  
7 recross on this at length about the 60 Minutes interview and  
8 the hush-money payment scheme, etc., your Honor. I offered the  
9 two statements.

10 THE COURT: Mr. Avenatti, I'm not going to allow it.  
11 I certainly think there's a strong argument that you opened the  
12 door, but honestly, this whole area with the former President  
13 just strikes me as distracting from the real issues in this  
14 case. I think she adequately handled those questions on her  
15 own, and I think you can both argue from it. What Mr. Avenatti  
16 thought about the propriety of her signing those statements is  
17 really sort of not an issue of relevance directly to this case.  
18 So we'll move on.

19 MR. SOBELMAN: Thank you, your Honor.

20 (Continued on next page)  
21  
22  
23  
24  
25

MlsWave6

Clifford - Redirect

1 (In open court)

2 THE COURT: All right. Can you retrieve the laptop  
3 from Ms. Daniels, please, unless there's any other need for it.

4 MR. SOBELMAN: No, your Honor.

5 THE COURT: OK.

6 MR. SOBELMAN: Thank you.

7 THE WITNESS: I didn't watch it.

8 THE COURT: That's OK, actually.

9 THE WITNESS: Oh.

10 THE COURT: Thank you.

11 BY MR. SOBELMAN:

12 Q. I just have a few more questions, Ms. Daniels. Do you  
13 recall being asked about a \$300,000 fee award to Mr. Trump?

14 A. Yes.

15 Q. And the defendant asked you who you blamed for that, and  
16 you said you blamed him, is that correct?

17 A. Yes.

18 Q. Why did you blame the defendant for that fee award?

19 A. Because he filed -- that was for a defamation case that I  
20 didn't -- I learned that he filed on Twitter. I wasn't  
21 interested in pursuing a defamation case.

22 Q. So to be clear, this was a lawsuit, correct?

23 A. Yes.

24 Q. And who filed that lawsuit?

25 A. Michael did.



MlsWave6

Clifford - Redirect

1 Q. And before he filed it, do you recall him asking you if you  
2 wanted him to file it on your behalf?

3 A. Yes.

4 Q. And did you have that conversation with him?

5 A. Yes.

6 Q. How did that conversation end?

7 A. With me saying I don't think it's a good idea, let's not.

8 Q. And what happened next --

9 A. Uh --

10 Q. -- with regard to that lawsuit?

11 A. I guess he filed it, because I read about it online.

12 Q. Had you authorized him to file it?

13 A. No.

14 Q. Is that why you blamed him for losing it?

15 A. Among other reasons.

16 Q. What are the other reasons?

17 A. I've been told that the paperwork wasn't done correctly.

18 MR. AVENATTI: Objection. Hearsay. Move to strike,  
19 your Honor.

20 MR. SOBELMAN: No objection to that.

21 THE COURT: Sustained.

22 The jury will disregard the last answer.

23 MR. SOBELMAN: Just a few more questions.

24 Can we pull up Government Exhibit 238. Let's go to  
25 page 3.

MlsWave6

Clifford - Redirect

1 Q. Ms. Daniels, the defendant showed you this briefly on  
2 cross-examination, right?

3 A. Yes.

4 Q. Just remind us, before Mr. Janklow sent it to you in the  
5 email we just saw on February 19, 2019, had you ever seen this  
6 before?

7 A. No.

8 Q. Did you know about it?

9 A. No.

10 Q. Did you sign it?

11 A. Absolutely not.

12 Q. Did the defendant tell you about it?

13 A. No.

14 Q. Did he ask you about it?

15 A. No.

16 Q. Did you authorize it?

17 MR. AVENATTI: Objection. Leading.

18 THE COURT: Overruled.

19 Q. Did you authorize it?

20 A. No.

21 Q. Did you write the words on this page?

22 A. No.

23 Q. And after you received this document and the other  
24 attachments to this email from Mr. Janklow, you sent them to  
25 the defendant, right?

MlsWave6

Clifford - Redirect

1 A. Yes.

2 MR. SOBELMAN: Let's take a look at Government Exhibit  
3 60.

4 Let's go to the second page, and if we can put up 60B  
5 next to this.

6 Q. Just remind us -- it's the last set of messages I'm going  
7 to show you -- who are these messages between?

8 A. Myself and Michael.

9 Q. And what date were these messages sent?

10 MR. AVENATTI: Objection, your Honor. Outside the  
11 scope.

12 THE COURT: Overruled.

13 BY MR. SOBELMAN:

14 Q. What date were these messages sent?

15 A. February 19. 2019. Sorry.

16 MR. SOBELMAN: Ms. Abrams, if you could please,  
17 actually, enlarge the second message, which is what's in 60B.  
18 Thank you.

19 Q. What did you send the defendant on February 19, 2019, in  
20 this screenshot?

21 A. I sent him a screenshot of the amount and the dates of my  
22 payments that had been sent to him instead of to me.

23 Q. And do you know if he actually received the exact same  
24 documentation from Mr. Janklow a few days earlier?

25 MR. AVENATTI: Objection. Leading.

MlsWave6

Clifford - Redirect

1 THE COURT: That objection is overruled, but sustained  
2 for other reasons.

3 BY MR. SOBELMAN:

4 Q. Let's take a look at how the defendant responded to this.

5 A. Uh-huh.

6 MR. AVENATTI: Your Honor, outside the scope.

7 THE COURT: Overruled.

8 BY MR. SOBELMAN:

9 Q. Ms. Daniels, as of February 19, 2019, how long had it been  
10 since you'd been asking the defendant about your third book  
11 payment?

12 MR. AVENATTI: Same objection, your Honor.

13 THE COURT: Same ruling.

14 Q. How long?

15 A. About five months.

16 Q. And the during that time period, approximately how often  
17 were you speaking with him?

18 A. Several, several times a week.

19 Q. And in how many of those conversations would you bring up  
20 the status of your third book payment?

21 A. Almost every one of them.

22 Q. And in any of those conversations, did he tell you he'd  
23 received it and he'd spent it?

24 A. No.

25 Q. And after you received this documentation from Mr. Janklow,

MlsWave6

Clifford - Redirect

1 the defendant wrote to you, "Let me find out if we even  
2 received this payment." Is that right?

3 A. Yes.

4 Q. OK. Where in this message does he explain what happened?

5 MR. AVENATTI: Objection. Argumentative. Best  
6 evidence, your Honor.

7 THE COURT: All right. I'll sustain it.

8 Let's move on, Mr. Sobelman.

9 MR. SOBELMAN: Yes, your Honor. Let's take a look at  
10 the next page, then we'll be done. And let's get 60C up next  
11 to 60, page 3.

12 Q. Ms. Daniels, what was this document that you sent the  
13 defendant?

14 MR. AVENATTI: Objection. Outside the scope, your  
15 Honor.

16 THE COURT: Overruled.

17 BY MR. SOBELMAN:

18 Q. What's here in 60C you sent the defendant on February 19,  
19 2019?

20 A. It is a screenshot of the wire transfer receipts from the  
21 bank.

22 Q. And what was the date of that wire transfer?

23 A. September 17, 2018.

24 MR. SOBELMAN: Let's take a look at the last message.

25 Q. Can you read what the defendant said when you sent this to

MlsWave6

Clifford - Recross

1 him?

2 A. He said, "Let me find out what is going on."

3 Q. Did he ever tell you?

4 A. No.

5 MR. SOBELMAN: No further questions.

6 MR. AVENATTI: Brief recross, your Honor?

7 THE COURT: Very, very briefly.

8 RECROSS EXAMINATION

9 BY MR. AVENATTI:

10 Q. Ms. Daniels, you just informed the jury -- you told the  
11 jury that, quote --

12 THE COURT: Mr. Avenatti, just ask the question. It  
13 was a very short redirect. You don't need to reorient  
14 everyone. Just ask the questions, please.

15 BY MR. AVENATTI:

16 Q. Ms. Daniels, isn't it true that you were interested in  
17 pursuing the defamation case?

18 A. No.

19 Q. Isn't it true that after I terminated you as a client, you  
20 had Mr. Brewster handle an appeal of the decision in that case  
21 before the Ninth Circuit court of appeal?

22 A. Yes.

23 Q. And isn't it true that after the decision by the Ninth  
24 Circuit court of appeal, you actually asked the U.S. Supreme  
25 Court to take or review the decision in the defamation case?

MlsWave6

Clifford - Recross

1 MR. SOBELMAN: Objection.

2 THE COURT: Sustained.

3 BY MR. AVENATTI:

4 Q. Ms. Daniels, after I terminated you as a client, you  
5 pursued the defamation case for approximately two years, isn't  
6 that true?

7 MR. SOBELMAN: Objection.

8 THE COURT: Sustained.

9 BY MR. AVENATTI:

10 Q. Ms. Daniels, isn't it true that after I terminated you as a  
11 client -- strike that.

12 Isn't it true that within the last two years, you took  
13 your defamation case all the way to the Supreme Court?

14 MR. SOBELMAN: Objection.

15 THE COURT: Sustained.

16 BY MR. AVENATTI:

17 Q. Ms. Daniels, isn't it true that after we parted ways, you  
18 hired Mr. Brewster to handle the defamation case?

19 MR. SOBELMAN: Objection.

20 THE COURT: Sustained.

21 Mr. Avenatti, I'll give you one more line and then  
22 we'll be done.

23 MR. AVENATTI: Could I have SA13, please.

24 Q. Ms. Daniels, isn't it true that --

25 A. I don't have anything.

MlsWave6

Clifford - Recross

1 Q. I understand.

2 A. Oh.

3 Q. Ms. Daniels, isn't it true that after the court decided  
4 that you had to pay \$300,000 in fees relating to the defamation  
5 case, that you never sent me a text message or any other  
6 communication stating that you didn't want me to file it?

7 MR. SOBELMAN: Objection.

8 THE COURT: Sustained.

9 BY MR. AVENATTI:

10 Q. Final question, Ms. Daniels. If you never wanted to pursue  
11 the defamation case, why did you pursue it for approximately  
12 three years?

13 MR. SOBELMAN: Objection.

14 THE COURT: Sustained.

15 Thank you, Mr. Avenatti. You can have a seat. Mask  
16 on, please.

17 Ms. Daniels, you're excused at this time. Please put  
18 your mask on before you leave the box.

19 Thank you very much. Have a good afternoon.

20 (Witness excused)

21 THE COURT: Government, please call your next witness.

22 MR. ROHRBACH: The government calls Elizabeth Beier.

23 ELIZABETH BEIER,

24 called as a witness by the government,

25 having been duly sworn, testified as follows:



MlsWave6

Beier - Direct

1 THE COURT: Mr. Rohrbach, you may proceed.

2 DIRECT EXAMINATION

3 BY MR. ROHRBACH:

4 Q. Good afternoon, Ms. Beier. Can you hear me all right?

5 A. I can.

6 Q. What do you do for a living?

7 A. I'm an editor at St. Martin's Press.

8 Q. What is St. Martin's Press?

9 A. St. Martin's Press is a large trade book publisher, which  
10 means books there are designed to sell to people who buy them  
11 at Barnes & Noble, Amazon, real people who like to read as  
12 opposed to, perhaps, students or other kinds of professionals.

13 Q. What are your responsibilities as an editor at St. Martin's  
14 Press?

15 A. Most people think that an editor reads books and fixes them  
16 or improves them or, maybe, helps people with their grammar,  
17 spelling, or something like that, and that's part of the job,  
18 but the job of an editor at my company is also to find books --  
19 to find books that we want to sell; to contract and negotiate  
20 with the representatives for those books; to help the author  
21 figure out what their story should be; and really just sort of  
22 stay with the book all the way through the process.

23 After the words are fixed, that might include having  
24 something to do with what the cover looks like; what the  
25 promotion for the book is like, which would be the publicity;

MlsWave6

Beier - Direct

1 to talk to the salespeople about the book. I sort of think of  
2 it as more a project manager for a book than just word fixing.  
3 Q. You just talked a little bit about the process, but at a  
4 high level --

5 THE COURT: Mr. Rohrbach, first of all, just a little  
6 closer to the microphone, and second of all, just slow down a  
7 little bit, please.

8 BY MR. ROHRBACH:

9 Q. You just spoke about it a little bit, but at a high level,  
10 would you describe for the jury what the publication process is  
11 like?

12 A. I guess the publication process is sort of like a train  
13 moving through the station. There's a lot to do sometimes, and  
14 then there's some pauses in a normal publication process: first  
15 of all, is getting to know the author and working with them to,  
16 you know, tell their story, if it's nonfiction; and also  
17 figuring out why the public would want a book, presenting it to  
18 the public. Some of that involves writing, for example, the  
19 copy that goes on the flaps when you see a hard cover book.  
20 Part of it is actually figuring out what we call our key  
21 selling points, why would somebody in the outside world want to  
22 buy that book; talking to retailers -- Amazon, Wal-Mart, Barnes  
23 & Noble, Target -- about the book, seeing if they would like to  
24 take it in the stores; and also being a cheerleader in-house  
25 for the book, telling other people in the company what the

MlsWave6

Beier - Direct

1 book's about and why they want to devote some of their energy  
2 to it as well.

3 Q. How long have you worked at St. Martin's Press?

4 A. More than 23 years.

5 Q. Did there come a time when you worked on a book called Full  
6 Disclosure?

7 A. Yes.

8 Q. Who was the author of that book?

9 A. Stormy Daniels, who is also known as Stephanie Clifford.

10 Q. Did Ms. Daniels have an attorney?

11 A. She did.

12 Q. Who was that?

13 A. Michael Avenatti.

14 Q. Looking around the courtroom today, do you see Michael  
15 Avenatti?

16 A. I do.

17 Q. Can you identify him by describing where he's sitting and  
18 an article of clothing he's wearing?

19 A. Yes. He's got a pen in his right hand and wearing a black  
20 mask.

21 MR. ROHRBACH: Let the record reflect that the witness  
22 has identified the defendant.

23 Q. Ms. Beier, when did you first become involved with  
24 Ms. Daniels's book?

25 A. Late spring of 2018, after Easter.

MlsWave6

Beier - Direct

1 Q. How did that come to happen?

2 A. A literary agent called Luke Janklow called our  
3 copublisher, who is now our chairman, a woman called Sally  
4 Richardson, and said that he had a book that he wanted to  
5 present or pitch to -- just to our company, only to our  
6 company.

7 Q. And what was your role in deciding whether or not St.  
8 Martin's Press would publish the book?

9 A. Sally Richardson, the copublisher, thought I would be the  
10 right editor, project manager for the book and came to talk  
11 with me about it and asked whether she thought it would be a  
12 good idea for us to publish.

13 Q. Why did St. Martin's Press decide to pursue publishing this  
14 book?

15 A. It was an incredibly interesting story from a person who  
16 was in the news and who I was convinced, having edited books  
17 for a long time, had more to her story than we had probably  
18 read in the headlines as the public.

19 Q. You mentioned a minute ago Luke Janklow. Who is that?

20 A. He's a literary agent at Janklow & Nesbit.

21 Q. What was your role in negotiating the acquisition of the  
22 book?

23 A. I did not negotiate directly with Luke Janklow, but we  
24 discussed internally how we wanted to organize the publication  
25 in terms of finances, payments, what we thought the price for

MlsWave6

Beier - Direct

1 the book would -- should be.

2 Q. At what point did you learn that Ms. Daniels had an  
3 attorney?

4 A. Immediately.

5 Q. How did you come to learn that?

6 A. Luke Janklow let us know.

7 MR. ROHRBACH: If we could pull up for the witness,  
8 please, what's in evidence as Government Exhibit 102.

9 Q. Ms. Beier, do you recognize this document?

10 A. I do.

11 Q. What is it?

12 A. This is one of or author contracts. This one is with  
13 Stephanie Clifford for an, at that time, untitled book.

14 THE COURT: Ms. Beier, if I could just ask you to keep  
15 your voice up a little bit as well. Thank you.

16 THE WITNESS: OK.

17 BY MR. ROHRBACH:

18 Q. I'd like to -- Ms. Beier, if you wouldn't mind speaking a  
19 little bit more closely to the microphone too so we can hear  
20 you. Thank you.

21 A. OK.

22 Q. I'd like to ask you a few questions about this contract.

23 MR. ROHRBACH: If we could turn to page 2.

24 Q. Directing your attention to the top section, called  
25 advance, what is an advance?

MlsWave6

Beier - Direct

1 A. An advance is the amount of money that we, the publisher,  
2 give the author to write the book, and the reason it's called  
3 an advance instead of a payment is these are payments that are  
4 actually advanced against money that we hope the book will  
5 eventually earn from royalties.

6 Q. Could you explain to the jury what you mean by that?

7 A. Well, when a book is published, the publisher gets a  
8 certain amount of money. The retailers who are selling it get  
9 another amount of money. And out of the money that we get, we  
10 pay all of the expenses for the book. We pay for author. We  
11 pay for the printing. We pay for the promotion. We pay for  
12 the shipping, all sorts of things. But the author receives a  
13 royalty based on not what we all pay in the stores or on Amazon  
14 but based on the suggested retail price that you see sometimes  
15 slashed through when you're buying a book on an online  
16 retailer. They get a royalty on that. You know, not having  
17 the numbers in front of me, but it's often around \$4 a book,  
18 sometimes a little bit more.

19 So we advance money that we hope will be equivalent to what  
20 the author ends up earning in the end. And we advance them the  
21 money so that they can actually write the book and also to show  
22 that we're enthusiastic about the book, that we think it's  
23 going to earn a lot of money by the time it's published.

24 Q. What was the amount of the advance for Ms. Daniels's book?

25 A. \$800,000.

MlsWave6

Beier - Direct

1 Q. How many payments were due to Ms. Daniels?

2 A. Four separate payments.

3 Q. I'd like to walk through those briefly. First, at what  
4 point under the contract is the first payment due?

5 MR. AVENATTI: Objection, your Honor. Cumulative.

6 THE COURT: Sustained.

7 MR. ROHRBACH: Your Honor --

8 Q. Moving to the second payment, do you see where it says --

9 MR. AVENATTI: Objection. Cumulative.

10 THE COURT: Let him ask his question, please.

11 BY MR. ROHRBACH:

12 Q. Ms. Beier, do you see where it says that the second payment  
13 is due at the publisher's acceptance of the complete and final  
14 manuscript; what is acceptance?

15 A. Acceptance means the author will have turned in the  
16 manuscript and any other materials relating to the book that we  
17 need in order to publish the book -- for example, if there are  
18 photographs in a book -- and that we've deemed the book  
19 something we can publish. And that's both our thinking that it  
20 turned out well, that it's a good story, that we're accepting  
21 it and also, perhaps, passed a legal read as well just to make  
22 sure everything in it is OK to publish.

23 Q. And directing your attention to the third paragraph, do you  
24 see on the third-to-last line where it says the author has  
25 satisfactorily completed the three weeks publicity requirement

MlsWave6

Beier - Direct

1 and complied with all media restrictions; what is the publicity  
2 requirement, in general?

3 A. Yes. In this contract, the publicity requirement was we  
4 contracted for three weeks of Stormy Daniels's attention and  
5 time in order to publicize the book.

6 Q. And what sorts of publicity are part of the contract?

7 A. A wide variety. For a book this big, that we had such big  
8 expectations about and that had some news value, it would be  
9 everything from major national broadcast television publicity  
10 to smaller television shows and interview shows, to radio  
11 interviews, to satellite radio interviews, to author  
12 appearances and signings, and social media also, tweets and  
13 Instagrams and any -- anything in the arsenal.

14 Q. Under the contract, are poor sales a reason for nonpayment?

15 A. No, they are not.

16 Q. When the time comes for St. Martin's Press to make a  
17 payment, what, if any, internal process is used to send out the  
18 payment?

19 A. We have a, what's called a check requisition, a check req,  
20 and my office would fill out the check req on most, most  
21 payments, not all of them. The payments on publication kind of  
22 go out automatically from our accounts payable department. But  
23 everything else would be triggered by a check requisition,  
24 which my office would fill out and would be signed by several  
25 people before the money would be paid.



MlsWave6

Beier - Direct

1 MR. ROHRBACH: I'd like to pull up for the witness  
2 what's been, but not for the jury what's been marked for  
3 identification as Government Exhibit 101.

4 Q. Ms. Beier, do you recognize this document?

5 A. I do.

6 Q. What is it?

7 A. That's a check requisition.

8 Q. Is this a form that you have reviewed or approved?

9 A. Yes.

10 MR. ROHRBACH: Your Honor, the government offers  
11 Government Exhibit 101, which was previously offered subject to  
12 connection.

13 THE COURT: Any objection?

14 MR. AVENATTI: No objection.

15 THE COURT: All right. Admitted.

16 (Government Exhibit 101 received in evidence)

17 THE COURT: Ladies and gentlemen, I told you I would  
18 remind you if and when this happened, so I am reminding you,  
19 earlier this was admitted subject to connection -- that is,  
20 because there was another necessary piece of the foundation to  
21 be laid. That having now been laid, it is now in evidence as  
22 an exhibit.

23 Thank you.

24 MR. ROHRBACH: If we could please publish that for the  
25 jury.

MlsWave6

Beier - Direct

1 Q. Ms. Beier, directing your attention to the top of page 2,  
2 where it says Holtzbrinck Publishers, what is that?

3 MR. ROHRBACH: On the first page, Mr. de Grandpre.  
4 Thank you.

5 A. Holtzbrinck Publishers is the larger publishing,  
6 international publishing company that owns St. Martin's Press,  
7 where I work, and where Full Disclosure was published. The  
8 company is the same company, but it is now called Macmillan.

9 Q. And directing your attention to the top right, what is the  
10 date of this form?

11 A. That is April 11, 2018.

12 Q. And directing your attention to the top left, who is this  
13 form from?

14 A. This is from Jennifer Donovan/Elizabeth Beier.

15 Q. Who is Jennifer Donovan?

16 A. At that time she was the editorial assistant in my office.

17 Q. Do you see the section that says title?

18 A. Yes.

19 Q. What is the title?

20 A. Untitled.

21 Q. Why is this listed as untitled here?

22 A. Well, first of all, the book didn't have a title yet, and  
23 second of all, we were keeping the fact of this book very  
24 quiet, even within our own company. We wanted to be able to  
25 have the maximum amount of attention on the book when it came

MlsWave6

Beier - Direct

1 out, and we didn't want anybody to know about it before, so  
2 there would be some interest and surprise when it -- when it  
3 finally was published.

4 Q. Do you see the section that says check payable to?

5 A. Yes.

6 Q. Who was the payment to be sent to?

7 A. Janklow & Nesbit Associates.

8 Q. Why was St. Martin's Press sending the payment to Janklow &  
9 Nesbit Associates?

10 A. Luke Janklow, who is the literary agent for the book, is  
11 part of Janklow & Nesbit Associates.

12 Q. Do you see the section called where it says explanations  
13 and special instructions?

14 A. I do.

15 Q. What does it say there?

16 A. On signing for untitled.

17 Q. And what does that mean?

18 A. That means it was for the first payment in the contract  
19 that we looked at, that first payment which was due on both  
20 parties signing the contract, which would be Stormy Daniels and  
21 our chief financial officer in my publishing company.

22 Q. And briefly, if we could turn to page 2 of this document --

23 MR. ROHRBACH: And scroll up to the top. Thank you.

24 Q. -- what is this page?

25 A. This is the first page of the author contract for the book.

MlsWave6

Beier - Direct

1 Q. And why is this connected to the document we were just  
2 looking at?

3 A. We sort of do that for ease so that the two or three people  
4 whose hands that request has to pass through don't have to go  
5 digging for the details if this page would show that the money  
6 was actually owed to the person we were cutting the check to.

7 MR. ROHRBACH: Mr. de Grandpre, you can take that  
8 down.

9 Q. Let's turn to how the book was written. Who wrote this  
10 book?

11 A. Stormy Daniels, who is Stephanie Clifford, wrote the book  
12 together with a professional writer.

13 Q. And why was that process used?

14 A. That process is fairly commonly used when someone is a  
15 first-time nonfiction writer and telling their own story  
16 particularly. There are various reasons for that. Sometimes  
17 the person who's the author, which would be Stormy Daniels,  
18 might not see something about their own life that would be of  
19 interest. It's good to have another person in to help tell the  
20 story.

21 Also, in this case, we were publishing -- the whole process  
22 was very collapsed. We were publishing very quickly, and we  
23 would not have had time to work through all of the sort of  
24 newcomer aspects. It's not so easy to write a book, actually,  
25 and it would have been hard to work through that process at

MlsWave6

Beier - Direct

1 speed with someone who hadn't done it before.

2 Q. And what was your role in the writing process?

3 A. As the editor, I would suggest certain things for  
4 inclusion. I found the professional writer to work with Stormy  
5 and to read what they were working on, to keep abreast of the  
6 schedule as well and to suggest places where they might add a  
7 little more or cover topics that they might not have thought  
8 of.

9 Q. What was your experience in working with Ms. Daniels on the  
10 content of the book?

11 A. It was very good. It was -- it was very concentrated, as I  
12 say, time wise, and it was very strong. I was really pleased  
13 with what came back. She and the professional writer had some  
14 sessions together in person. I wasn't there, but when they  
15 turned in the work product after those sessions, I -- I just  
16 thought it was really good, and I encouraged them to keep  
17 going. That was true all the way through to the finished first  
18 draft of the manuscript.

19 Q. How difficult did you find working with Ms. Daniels?

20 A. I found that remarkably easy. She was really engaged. She  
21 was communicative. She and the writer clicked, which is always  
22 something you worry about when you put, in my position, a  
23 professional writer together with someone in the public eye.  
24 If they aren't comfortable with each other and aren't able to  
25 speak to each other, you're not going to get an interesting

MlsWave6

Beier - Direct

1 book. And I could see right away, I was communicating with  
2 both of them and sometimes them together in various  
3 combinations, and I could see that they were being very  
4 productive.

5 Q. Did you have any notable creative disagreements with  
6 Ms. Daniels?

7 A. I did.

8 Q. About what?

9 A. It was about the book cover.

10 Q. Can you tell the jury a little bit about that?

11 A. Yes. The book cover is very important for a number of  
12 reasons, and I mean even more so now, when so many people are  
13 just looking at little -- little pictures of the cover on the  
14 screen to see if they're interested enough to keep going and  
15 find out more, on their phones or on their computers. It's  
16 always been important, and how you present the book, so much of  
17 what people first think about the book is going to be that  
18 cover image of the author.

19 So we at St. Martin's had ideas about what that might look  
20 like when it came to Stormy Daniels. I remember quite a few of  
21 the discussions about what we thought would make a terrific  
22 cover. We had -- we had trouble -- normally we would have  
23 hired a photographer to do a photo session with her and would  
24 have collaborated with her on what she was going to wear or  
25 what kinds of looks that we were going for for that. We could

MlsWave6

Beier - Direct

1 not get that scheduled in time, and we had to look for photos  
2 that already existed.

3 Q. Ms. Beier, is it unusual to have a creative disagreement  
4 with an author about a book cover?

5 A. No, it's not unusual.

6 Q. I've asked you a few questions about the creative side of  
7 working with Ms. Daniels. When it came to Ms. Daniels's  
8 contract, who did you typically talk to?

9 A. Ms. Daniels's contract?

10 Q. Yes.

11 A. Luke Janklow.

12 Q. And why is that?

13 A. As the literary agent for the book, sort of the financial  
14 aspects of the book are really mostly his responsibility to  
15 deal with his client.

16 MR. ROHRBACH: Let's change gears and now pull up for  
17 the witness what's in evidence as Government Exhibit 207.

18 Q. Do you recognize this document?

19 A. I do.

20 Q. What is it?

21 A. It's an email from me to Luke Janklow.

22 Q. I'd like to direct your attention --

23 MR. ROHRBACH: And if we could zoom in on the bottom  
24 of this document, the very last email in the chain.

25 Q. Do you see where it says, where Mr. Janklow write: "Hi.

MlsWave6

Beier - Direct

1 We need the dollar sign to-do list ASAP. OK?" Do you see  
2 where the email says that?

3 A. I do.

4 Q. What did you understand Mr. Janklow to mean by the dollar  
5 sign to-do list?

6 A. At this, at this point in the publication process, we were,  
7 at St. Martin's Press, really in a crunch. There were many  
8 things that we really needed in order for the book to be ready  
9 to go to the printer, and we had talked about them in pieces  
10 and I had just put them together in a list. And I had been  
11 told that if we could get some of the acceptance money, you  
12 know, to Stormy Daniels more quickly, this list would be able  
13 to be accomplished.

14 Q. And how did you come to believe that if you could get money  
15 to Ms. Daniels more quickly the list could be accomplished?

16 A. Luke Janklow told us that.

17 Q. And what's your understanding of how Mr. Janklow knew that?

18 MR. AVENATTI: Objection. Calls for speculation.

19 THE COURT: Sustained.

20 BY MR. ROHRBACH:

21 Q. So did Mr. Janklow tell you how he knew that getting the  
22 money to Ms. Daniels would get her to complete the list more  
23 quickly?

24 MR. AVENATTI: Objection. Hearsay.

25 THE COURT: Without stating what he said, did he tell



MlsWave6

Beier - Direct

1 you how he understood that?

2 THE WITNESS: He did.

3 BY MR. ROHRBACH:

4 Q. And how did he -- what did he say to you?

5 MR. AVENATTI: Objection. Hearsay.

6 THE COURT: Sustained.

7 BY MR. ROHRBACH:

8 Q. What did he say about who told him, who, if anyone, told  
9 him about that?

10 MR. AVENATTI: Objection. Hearsay.

11 THE COURT: Sustained.

12 MR. ROHRBACH: Not offered for its truth, your Honor.

13 THE COURT: What is it offered for?

14 MR. ROHRBACH: The fact that -- to explain Ms. Beier's  
15 decision.

16 MR. AVENATTI: Then it's irrelevant. 401, your Honor.  
17 Hearsay.

18 THE COURT: Understood.

19 All right. I'll allow it along with the instruction,  
20 ladies and gentlemen, that you may not consider Ms. Beier's  
21 testimony regarding what Mr. Janklow said for its truth, but  
22 you may consider it for the effect it had on her and what she  
23 did in response. You may proceed.

24 You may answer the question.

25 BY MR. ROHRBACH:

MlsWave6

Beier - Direct

1 Q. What --

2 A. I'm sorry. Can you repeat the question?

3 THE COURT: Why don't you ask the question again.

4 BY MR. ROHRBACH:

5 Q. What did Mr. Janklow say to you about how he knew that --  
6 or why he thought that getting Ms. Daniels the money sooner  
7 would get the list completed?

8 MR. AVENATTI: Same objection.

9 THE COURT: Same ruling.

10 You may answer.

11 A. He said Michael had told him.

12 MR. ROHRBACH: All right. Let's now pull up for the  
13 witness what's in evidence as Government Exhibit 208.

14 Q. Do you recognize this document?

15 A. I do.

16 Q. What is it?

17 A. It's an email from me to Luke Janklow and Michael Avenatti.

18 Q. And what is the content of this email, at a high level?

19 A. The subject is called book needs, and it is that list that  
20 I just referred to. In this email, I'm saying we can put  
21 through that money due on acceptance once we have -- list of  
22 things and I think, just on a quick scan, it looks about 11 or  
23 12 things that we needed.

24 Q. To be clear, what do you mean by put through?

25 A. It means that my office would do that check requisition the

MlsWave6

Beier - Direct

1 same that we did for the signing money in order to get money  
2 transferred to the literary agent.

3 Q. Directing your attention to the bottom of this page, the  
4 final paragraph, do you see where it says "will make sure we  
5 get the funds released quickly"?

6 A. Yes.

7 Q. Why did you write that?

8 A. Because we had been told in order to keep the author  
9 interested --

10 MR. AVENATTI: Objection. Hearsay, your Honor.

11 THE COURT: All right. Overruled. Same instruction,  
12 though.

13 This is not offered for the truth or you may not  
14 consider it for the truth, but you may consider it as context  
15 for Ms. Beier's statement in this email and also for her  
16 understanding and the effect it had on her.

17 You may proceed, Ms. Beier.

18 THE WITNESS: Thank you.

19 A. I was told that in order to keep the author interested and  
20 for her to devote her attention and time to these -- this list  
21 of things that we needed, she would have to have more -- she  
22 would have to have money more quickly, as soon as we could do  
23 it.

24 Q. And so who did you --

25 MR. ROHRBACH: Minute?

MlsWave6

Beier - Direct

1 THE COURT: Mr. Rohrbach, into the microphone, please.

2 MR. ROHRBACH: Sure.

3 THE COURT: And slowly, please.

4 BY MR. ROHRBACH:

5 Q. What is the date of this email?

6 A. This is July 31, 2018.

7 MR. ROHRBACH: Let's please pull up what is in  
8 evidence as Government Exhibit 211.

9 Q. Do you recognize this document?

10 A. I do.

11 Q. What is it?

12 A. It's an email from Michael Avenatti to me and to Luke  
13 Janklow.

14 Q. And what's the date of this email?

15 A. That's July 31, 2018.

16 Q. Directing your attention to the top email, what does that  
17 email say?

18 A. The top of the email was the answer to one of the questions  
19 of what I was calling book needs, and this was the copy, just  
20 the words, of the dedication that Stormy wanted to use on her  
21 book.

22 MR. ROHRBACH: If we could scroll down on the email to  
23 the next email, where it begins "further." One email up from  
24 that, Mr. de Grandpre.

25 A. And this email from Michael Avenatti to me and to Luke

MlsWave6

Beier - Direct

1 Janklow goes through a few more of those items that was on that  
2 list. There was a picture that I wanted to use at the very  
3 front of the book; it's called a frontispiece photo. It was a  
4 picture of Stormy, when she was a young girl, on a horse, and I  
5 needed approval to use that. I had a question about whether  
6 she wanted to have acknowledgements in the book. That's  
7 basically thank yous. And I got the answer here that she did  
8 not. And then whether she wanted a dedication, and yes, she  
9 did.

10 Q. Did there come a time when Ms. Daniels satisfied the  
11 requirements on that list?

12 A. Yes.

13 MR. ROHRBACH: Let's please pull up for the witness  
14 only what's been marked for identification as Government  
15 Exhibit 104.

16 Q. Do you recognize this document?

17 A. I do.

18 Q. What is it?

19 A. It's a check request.

20 Q. And is this a form that you reviewed and approved?

21 A. Yes.

22 MR. ROHRBACH: Your Honor, the government offers  
23 Government Exhibit 104, which was previously offered subject to  
24 connection.

25 THE COURT: Any objection?

MlsWave6

Beier - Direct

1 MR. AVENATTI: No objection, your Honor.

2 THE COURT: All right. Admitted.

3 (Government Exhibit 104 received in evidence)

4 THE COURT: Same instruction. This is now fully in  
5 evidence.

6 MR. ROHRBACH: If you could please publish that for  
7 the jury.

8 Q. Ms. Beier, directing your attention to the top right, what  
9 is the date of this document?

10 A. That's July 31, 2018.

11 Q. And what is the author's name on the left-hand side?

12 A. Stephanie Clifford.

13 Q. What's the title of the book?

14 A. It says untitled typed in, but somebody's written in by  
15 hand the October project, which was our -- remember I said we  
16 were trying to keep it quiet even within our own company to the  
17 people who didn't need to be working on it, and so we had a  
18 code name. And we were publishing in October, so we called it  
19 the October project.

20 Q. And who is this check payable to?

21 A. Janklow & Nesbit Associates.

22 Q. And directing your attention to the explanation section, do  
23 you see where it says "D&A for untitled by Stephanie Clifford"?

24 A. Yes, I do.

25 Q. What does mean?

MlsWave6

Beier - Direct

1 A. That means the book was delivered, the manuscript and  
2 associated items were turned in and that we had accepted it for  
3 publication.

4 Q. Do you know how long after this check request the payment  
5 was made?

6 A. I believe it was in two or three days.

7 Q. And why is that?

8 A. Because we'd been told we needed to accelerate the money --

9 MR. AVENATTI: Objection. Hearsay, your Honor.

10 MR. ROHRBACH: Offered not for its truth.

11 THE COURT: All right. Overruled. And same  
12 instruction.

13 What Ms. Beier was told and what she's about to say in  
14 that regard is not to be considered by you for its truth but  
15 merely for the effect it had on her as the listener.

16 Go ahead, Ms. Beier.

17 A. I was asked to accelerate the payment on acceptance in  
18 order to keep the author engaged and interested in the project.

19 Q. And who did you expect to receive the payment?

20 A. Luke Janklow would get it to Stephanie Clifford, Stormy  
21 Daniels, as she was his client.

22 Q. And how long after one of these check request forms is  
23 filled out does a payment typically leave St. Martin's Press?

24 A. It's about two to three weeks, usually.

25 MR. ROHRBACH: You can take that down, Mr. de

MlsWave6

Beier - Direct

1 Grandpre.

2 Q. After the manuscript was approved -- did there come a time  
3 when the manuscript was approved as discussed in the contract?

4 A. Yes.

5 Q. What happened in the process after that?

6 A. In the process after that was really quite a rush.

7 Normally a manuscript would be approved before we set it in  
8 type, but because of the concentration and speed of this  
9 process, it wasn't -- it was already set in type, but we still  
10 had to race and rush. So we had proofreading to do. We had  
11 one more pass to do to check for typos and mistakes. We had to  
12 get the book to the printer. We had to begin telling retailers  
13 that we were shipping them a book that they didn't have the  
14 full details of, and we started to plan the actual publication  
15 in earnest.

16 Q. And would you remind the jury when under the contract the  
17 third payment was due?

18 A. The third payment was due on the publication of the book.

19 Q. We talked earlier about the contract's publicity  
20 requirements. What, if any, publicity was Ms. Daniels allowed  
21 to do between when the contract was signed and when the book  
22 was published?

23 A. Contractually, she was allowed to do no publicity at all.

24 Q. And why is that?

25 A. You know, it's hard to get most of the world to pay



MlsWave6

Beier - Direct

1 attention to a new book in the marketplace, and the publicity  
2 part of publishing a nonfiction book is incredibly important.  
3 Also, what happens early, right when the book is published, is  
4 extremely important. Particularly with someone in the news,  
5 anything that gets out, any other publicity that's done before  
6 takes away from our ability to bring attention to the actual  
7 book as opposed to just the person and the rest of that  
8 person's life.

9 Q. What, if any, publicity did Ms. Daniels do between the  
10 contract signing and the publication of the book?

11 A. She did some publicity. She did some local publicity for  
12 some club appearances that she had. And more to our dismay,  
13 she did an interview, she did a Dutch television interview that  
14 got out internationally and got back to this country.

15 MR. ROHRBACH: If we could pull up what's in evidence  
16 as Government Exhibit 218.

17 Q. Do you recognize this document?

18 A. I do.

19 Q. What is it?

20 A. It's an email from Luke Janklow to our copublisher, Sally  
21 Richardson, with a copy to me.

22 Q. If you could direct your attention to the second paragraph,  
23 do you see --

24 MR. ROHRBACH: Mr. de Grandpre, if we can magnify  
25 that.

MlsWave6

Beier - Direct

1 Q. Do you see where it says, "It's what begat that stupid  
2 Dutch TV interview"?

3 A. I do.

4 Q. And what does that mean?

5 A. Well, this email was about our paying the third payment,  
6 due on publication, paying it early. It says she has money  
7 problems all the time. "It's what begat that stupid Dutch TV  
8 interview" means -- I took it to mean that they paid her to do  
9 the interview.

10 Q. And now directing your attention to the first paragraph, do  
11 you see where it says: "I was speaking to Michael earlier and  
12 he asked about the publication money. He was not asking to be  
13 greedy. He had a reason"? What is your understanding of what  
14 that meant?

15 A. I do see it.

16 Yes, I thought it was the same thing that we had been told  
17 before, that money was an incentive, and getting the money  
18 sooner than we might have contracted to on paper was important  
19 to keeping this author interested and enthusiastic and on board  
20 for all the many things we needed to publish the book.

21 Q. And just to be clear, what is your understanding of why you  
22 needed to -- why you were being asked to pay the third  
23 publication payment early?

24 MR. AVENATTI: Objection. Asked and answered, your  
25 Honor. Cumulative.

MlsWave6

Beier - Direct

1 THE COURT: Sustained.

2 BY MR. ROHRBACH:

3 Q. What did St. Martin's Press decide to do in response to the  
4 request?

5 A. We decided to pay the publication money early.

6 Q. Why?

7 A. It was -- we now had a lot invested in this project, and we  
8 were really down to the wire. Also, from a business point of  
9 view, at this point we knew we had something that we could  
10 produce and publish, and so we were accelerating the payment  
11 by -- that we would normally make several weeks later.

12 Q. And who did you expect to receive that payment?

13 A. We were sending -- we would send that check to Janklow &  
14 Nesbit.

15 MR. ROHRBACH: Let's please pull up for the witness  
16 what's been marked for identification as Government Exhibit  
17 105.

18 Q. Do you recognize this document?

19 A. I do.

20 Q. What is it?

21 A. That's a check request.

22 Q. Is this a form you reviewed and approved?

23 A. I did.

24 MR. ROHRBACH: The government offers Government  
25 Exhibit 105, which was previously offered subject to

MlsWave6

Beier - Direct

1 connection.

2 THE COURT: Any objection?

3 MR. AVENATTI: No objection, your Honor.

4 THE COURT: It will be admitted.

5 (Government Exhibit 105 received in evidence)

6 THE COURT: Same instruction.

7 MR. ROHRBACH: If we could please publish this for the  
8 jury.

9 Q. And Ms. Beier, directing your attention to the top  
10 right-hand corner, what is the date?

11 A. The date is September 8, 2018.

12 Q. And directing your attention to the title, what is the  
13 title of the book?

14 A. It's now the real title of the book, Full Disclosure.

15 Q. And to whom was this payment made?

16 A. This payment was made to Janklow & Nesbit Associates.

17 Q. Directing your attention to the area on the left where it  
18 says "for," do you see the word "publication" and then a box?

19 MR. ROHRBACH: If we could magnify that, Mr. de  
20 Grandpre. It's a little bit above where you are.

21 A. I do.

22 Q. Do you see -- what is to the right of the word  
23 "publication"?

24 A. To the right --

25 Q. Is there a check box?

MlsWave6

Beier - Direct

1 A. There is a check box, yeah.

2 Q. And what does that indicate?

3 A. That indicates that this was the third payment on the  
4 contract with Stormy Daniels due upon our publication of the  
5 book.

6 Q. And which number -- and what was the date when the book was  
7 actually published?

8 A. The book was published October 3, 2018.

9 MR. ROHRBACH: All right. You can take this down, Mr.  
10 de Grandpre.

11 Q. Ms. Beier, would you remind the jury whether Ms. Daniels  
12 had to publicize the book in order to obtain the final payment  
13 under the contract?

14 A. Contractually, she did.

15 Q. Why?

16 A. That publicity relating to the publication of the book, the  
17 three weeks of publicity was incredibly important to us,  
18 particularly with someone so much in the news.

19 Q. What were St. Martin's Press's expectations about how the  
20 book would be publicized?

21 A. We thought we would use almost all of that three weeks. We  
22 thought it would be a big, splashy, national campaign, which  
23 would begin with broadcast media that would be something that  
24 would go out nationwide, probably follow up with several more  
25 television shows like that and then go on from there to smaller

MlsWave6

Beier - Direct

1 television shows, interviews, newspaper interviews, radio  
2 interviews, and appearances.

3 Q. How were you expecting those appearances to be arranged?

4 A. Through Michael Avenatti.

5 Q. Why?

6 A. From the very beginning of our meeting him, he had said  
7 that was something he was very conversant with and that he  
8 would be handling for the project.

9 Q. Did St. Martin's Press set up press appearances for  
10 Ms. Daniels?

11 A. We eventually did.

12 Q. What actually happened in terms of publicity for this book?

13 A. Much, much less than we expected. There was some. There  
14 was an anchor interview on Jimmy Kimmel's television show to  
15 start, and then there were some other shows in New York and a  
16 book signing here in New York as well, and some social media.  
17 Sounds like a lot, but it's much less than we expected.

18 Q. How satisfied were you with Mr. Avenatti's arrangements for  
19 the publicity of the book?

20 A. We were not satisfied.

21 Q. In your experience, when Ms. Daniels did do publicity for  
22 the book, was she effective?

23 A. She was terrific when she did her appearances, absolutely  
24 terrific.

25 Q. At the time, what, if anything, did you consider to get

MlsWave6

Beier - Direct

1 Ms. Daniels to do more publicity?

2 A. We talked about everything. We were really worried and  
3 panicking. It's very unusual -- I remember one afternoon fewer  
4 than -- maybe less than ten days before we were publishing, all  
5 huddling. Normally these things, even for a big, newsworthy  
6 book, even when we were trying to keep quiet, would be set up  
7 months in advance, and it wouldn't just be people who said that  
8 they would have the author on their television show. It would  
9 be what we label as confirmed publicity, which means not only  
10 have they said they want the person on the show but they've  
11 gotten back to us with a specific date and specific  
12 requirements for the interview so that we can schedule other  
13 things around it. So we were very, very worried. We were  
14 sitting ten days out without even that first anchor television  
15 show set up and ready to go.

16 Q. Did there come a time when you considered withholding the  
17 fourth payment for the book?

18 A. We did.

19 Q. And why was that?

20 A. That fourth payment also would be tied to the successful  
21 completion of three weeks of publicity, and we just hadn't  
22 gotten it despite really trying and having an awful lot of  
23 conversations about it.

24 Because the fourth payment wasn't due until six months  
25 after publication, we had that conversation on and off for a

MlsWave6

Beier - Direct

1 few weeks without actually making a decision.

2 Q. While we're on the subject of withholding payments, did Mr.  
3 Avenatti ever threaten any kind of legal action against St.  
4 Martin's Press related to the nonpayment of the book advance?

5 MR. AVENATTI: Objection. Calls for speculation.

6 BY MR. ROHRBACH:

7 Q. To your knowledge.

8 THE COURT: You may answer.

9 A. He did not.

10 THE COURT: All right. We'll call it a day.

11 Ladies and gentlemen, that concludes the first week of  
12 trial. As I told you earlier, I do expect that you may get to  
13 your deliberations next week. Typically, when we get to the  
14 parties' closing arguments, which follow the close of evidence  
15 and then deliberations, I often ask the jury to stay for a  
16 longer day, until 5:00. It just makes things a little bit more  
17 manageable. So I just want to give you a heads-up about that  
18 so you can make arrangements for next week. I do not know what  
19 day, if at all, we will get there, but I just wanted to give  
20 you that heads-up so that we have some flexibility when the  
21 time comes.

22 More importantly, a few things. First of all, get  
23 home safely, and I hope no one is adversely affected by the  
24 weather.

25 No. 2, I assume that we will not be adversely affected



MlsWave6

Beier - Direct

1 by the weather come Monday and that it will be clear by the  
2 time you need to get here. Obviously if there's some issue on  
3 that score, please let us know if you have trouble. We will  
4 let you know if there's any change to the usual schedule or  
5 court plans. But you should plan to be here at your usual  
6 time. I know we got you some coffee and tea this morning, and  
7 I'm sorry I didn't realize that we could do that earlier, but  
8 I'll make sure it's there again on Monday for you.

9 Most importantly, my usual instructions apply.

10 No. 1, keep an open mind. You have not heard all of  
11 the evidence. You haven't heard the parties' closing  
12 arguments. You haven't heard my instructions about the law.  
13 You have not begun your deliberations. So it is critical that  
14 you continue to keep an open mind.

15 No. 2, do not discuss the case with each other, with  
16 your families, with your employers, with anyone. Do not  
17 communicate about the case in any way, shape, or form. Do not  
18 do any research about the case, investigate the case, anyone  
19 involved in it. And as I said, please, please, please make  
20 sure you avoid any coverage of the case. I don't know how  
21 much, if any, there will be, but should you see anything on the  
22 news, on the internet, anywhere, you know the instructions.  
23 Disregard it and do not expose yourself to it.

24 (Continued on next page)  
25

M1S8AVE7

1 THE COURT: I am tempted to ask you if I have left  
2 anything out. Keep an open mind, don't discuss the case, don't  
3 do any research about the case. I think that covers it.

4 With that, I wish you a very pleasant afternoon and  
5 weekend. Stay safe, stay healthy, and hopefully we will see  
6 you the same time on Monday morning.

7 Thank you very much. You are excused.

8 (Jury exits courtroom)

9 THE COURT: You may be seated.

10 Ms. Beier, you are welcome to step down. Please be  
11 back in the courtroom or in the witness room outside by 9:00  
12 Monday morning. Have a pleasant weekend. Thank you.

13 (Witness exits courtroom)

14 THE COURT: All right. I have a couple of things on  
15 my agenda, but anything from the government?

16 MR. SOBELMAN: Yes, your Honor. We have two quick  
17 items.

18 THE COURT: Yes. I assume you have a little bit left  
19 with Ms. Beier and then the summary witness, who will be  
20 relatively brief. And what else?

21 MR. SOBELMAN: At this time we intend that's it, but  
22 that brings us to our first issue.

23 THE COURT: OK.

24 MR. SOBELMAN: For weeks we have been trying to  
25 negotiate a stipulation regarding the defendant's membership in

M1S8AVE7

1 the California bar and some related circumstances to lay the  
2 foundation for what we expect the instructions your Honor will  
3 give regarding his various duties and responsibilities as an  
4 attorney. Defendants have declined to sign the stipulation,  
5 which is fine. We have a stipulation with the exact same  
6 matters that was signed in the case before Judge Gardephe. We  
7 have produced it to the defendant. Obviously he had it. But  
8 we have redacted the references to the other case, and we  
9 intend to offer that on Monday morning. It's a statement by  
10 the defendant. We don't know if he objects, but we just wanted  
11 to let your Honor know that we intend to do that.

12 THE COURT: Mr. Avenatti.

13 MR. AVENATTI: Your Honor, I object to the use of the  
14 stipulation from the *Nike* case. I don't believe that  
15 stipulation was signed by me. It may have been. I am not  
16 certain.

17 THE COURT: Mr. Avenatti, if it was signed by your  
18 lawyers, they were acting as your agents, and therefore it was  
19 effectively signed by you. So that argument doesn't work.

20 MR. AVENATTI: I don't think it's appropriate to admit  
21 the stipulation from another case in this matter, but let me  
22 see if I can shortcut this.

23 No one here is claiming that I was not a member of the  
24 State Bar of California at the time period at issue. So I  
25 stipulate to that. I waive any claim that I was not a member

M1S8AVE7

1 of the State Bar of California in 2018 or 2019. So I am  
2 perplexed by what the issue here is.

3 THE COURT: I think the issue is that you're not  
4 willing to sign an actual stipulation to that effect in this  
5 case. So they need to prove it in order to lay a foundation  
6 for the instructions regarding your professional duties as a  
7 member of the bar.

8 MR. AVENATTI: Your Honor, I will sign the stipulation  
9 that says that I was a member of the bar during the years 2018  
10 and 2019. I am willing to sign that stipulation. What I am  
11 not willing to do is sign a stipulation that has a number of  
12 other attendant statements that go along with it, and, frankly,  
13 I shouldn't be asked to.

14 THE COURT: Does the proposed stipulation have  
15 attendant other stipulations?

16 MR. SOBELMAN: It has a few other facts in it that the  
17 defendant agreed to a couple of years ago. They are still as  
18 true now as they were then.

19 THE COURT: Slow down.

20 MR. SOBELMAN: It avoided us having to call a witness  
21 from the California State Bar in the other case. We would like  
22 to avoid having to call a witness from the California State Bar  
23 in this case. If your Honor wants to review the stipulation,  
24 it's Government Exhibit S4. I think we produced it last night  
25 in redacted form.

M1S8AVE7

1 THE COURT: All right.

2 Mr. Avenatti, tell me, if you are not willing to  
3 stipulate in any form that the government is satisfied with,  
4 why should I not admit this document as a prior statement of  
5 your own?

6 MR. AVENATTI: Your Honor, I would like an opportunity  
7 to at least do a little bit of research this evening on it.  
8 Initially, my objections would be under 401, 402 and 403. I  
9 don't think it's proper for the government to take a  
10 stipulation signed by my criminal defense counsel in another  
11 case, involving different facts, different circumstances. I  
12 was advised by my counsel as to certain matters in that case  
13 that may not be present here. There's a whole host of reasons  
14 why it's highly prejudicial and improper to just transform that  
15 stipulation, which I did not sign, into this case, and,  
16 frankly, it's unnecessary.

17 So again, I am willing to stipulate along the lines of  
18 what I said earlier. There is no dispute about that. But what  
19 I am not willing to do is agree to what the government has  
20 asked me to agree to and further their effort to transform this  
21 case into a bar disciplinary proceeding. So I have vehement  
22 objections about this criminal proceeding being turned into a  
23 bar disciplinary proceeding and for me to be tried criminally  
24 for alleged violations of the California bar rules.

25 THE COURT: You are not being tried criminally for

M1S8AVE7

1 your violations of the California bar rules. I have indicated  
2 earlier that, if appropriate, I am prepared to give  
3 instructions to the jury on those rules because they are  
4 matters of law. That's why I granted your motion to preclude  
5 an expert from testifying on that. I certainly think they are  
6 relevant, but I think in order to warrant an instruction,  
7 although Mr. Dalack did stand up on your behalf and say that  
8 you were an attorney in his opening statement, there needs to  
9 be an evidentiary foundation for it. So it is certainly  
10 relevant.

11 Number two, I am pretty sure you will find that the  
12 law is very clear that statements of counsel in a prior case  
13 can be, and usually are, treated as statements of the  
14 defendant, that they are adopted by the defendant. For  
15 instance, you can admit against a defendant a statement of  
16 counsel in a prior opening or closing because it's a statement  
17 on behalf of the defendant. So I would think that the same  
18 principle would suggest that a stipulation signed on your  
19 behalf is a prior statement of yours.

20 Now, having said that, I think 403 is the only really  
21 relevant issue here. You can certainly, if you find authority  
22 that suggests otherwise, you're welcome to bring it to my  
23 attention. But if you don't agree on a stipulation in this  
24 case, I think the only relevant question is whether it would  
25 violate Rule 403 to admit this. I think given the redactions,

M1S8AVE7

1 I might also propose redacting paragraphs F and G because they  
2 reference exhibits, and I assume that they are not exhibits  
3 here; they reference exhibit numbers in a different case. But  
4 assuming that the redactions cure any potential reference or  
5 progress arising from a different case, then I am prepared to  
6 admit this.

7 I personally think, Mr. Avenatti, you would be well  
8 served to just do it in a cleaner fashion and stipulate to it  
9 in this case so that there is no suggestion that there was some  
10 other proceeding in which you were a participant. I will  
11 instruct the jury in my closing instructions, as I have several  
12 times before, that they are not to speculate about anything  
13 that is behind a redaction or about the reasons for a  
14 redaction. But I do think that the cleanest and simplest way  
15 to do this would just be to stipulate in a new stipulation.

16 MR. AVENATTI: Your Honor, I would like an opportunity  
17 to take what your Honor has said under advisement and speak  
18 with my advisory counsel, and perhaps we can work something out  
19 in the next 24 hours with the government.

20 Just so I have an adequate record, I just want my  
21 position to be clear, which is that the California Rules of  
22 Professional Conduct are irrelevant to this proceeding and have  
23 nothing to do with whether I violated any federal criminal  
24 statute. I understand the Court's prior ruling. I respect it.

25 THE COURT: I haven't ruled on what the jury

M1S8AVE7

1 instructions are going to be, but I am telling you now that  
2 sitting here now I am inclined to think it is appropriate to  
3 explain those rules to the jury; not because this is a bar  
4 disciplinary proceeding, but because they are highly relevant  
5 to the jury's determination of whether you engaged in fraud.

6 MR. AVENATTI: I understand the Court's position. I  
7 understand we are going to have a charge conference and I will  
8 lodge additional objections at that time along the lines of  
9 what I have already said as well as further objections related  
10 to the inclusion of the bar rules, but I understand your  
11 Honor's position.

12 THE COURT: Let me throw out another suggestion and  
13 you can both think about it and discuss it as well.

14 If Mr. Avenatti is not willing to just do this in the  
15 cleanest possible way and enter a new stipulation, and I would  
16 urge the government to be -- don't be greedy. If you can get  
17 him to agree, the most important thing here is that he was a  
18 member of the state bar at that time. I think some of the  
19 information in here regarding the obligations of a lawyer to  
20 take the CLE and to be up-to-date on ethics training are  
21 arguably relevant as well, but my point is, if you get your  
22 cake don't try to eat it too. If you can't negotiate a new  
23 stipulation, which would certainly be my suggestion and  
24 preference here, I think another option would be not to redact  
25 this document in a way that suggests it came from a different



M1S8AVE7

1 case, but basically to recreate it as if it didn't include the  
2 redacted portions. If Mr. Avenatti won't sign it, which is  
3 sort of the premise of this conversation, I am prepared to  
4 admit it with an S/S in the place for his counsel, and we can  
5 do it that way. I think that's probably an easier and better  
6 way of doing it.

7 So you all have some things to think about and to  
8 discuss. I am hoping you can sort that out.

9 What else, Mr. Sobelman?

10 MR. SOBELMAN: Your Honor, we appear very likely to  
11 rest on Monday morning. We wanted to know the Court's  
12 intentions with respect to when the defense case will begin and  
13 whether the defense is going to provide us with a list of  
14 witnesses and tell us who is going to be on on Monday pursuant  
15 to the Court's scheduling order.

16 THE COURT: I think pursuant to the scheduling order,  
17 Mr. Avenatti has until 5:00 of the business day before to show  
18 that.

19 Mr. Avenatti, your defense case, if you put one on,  
20 will start on Monday after the government rests. So can you  
21 tell us your plans at this point?

22 MR. AVENATTI: I was expecting to begin the defense  
23 case on Monday, your Honor, and I am expecting to give a list  
24 to the government by 5:00 today by e-mail just as they have  
25 been doing with me.

M1S8AVE7

1 THE COURT: All right. There is your answer, Mr.  
2 Sobelman.

3 Anything else, Mr. Sobelman?

4 MR. SOBELMAN: Your Honor, just to flag an issue in  
5 advance of the 5:00 e-mail. We have some sense I think of who  
6 some of the potential witnesses could be. As far as we  
7 understand, none of them have testimony relevant to this case,  
8 and we may be filing a motion to preclude at some point tonight  
9 or tomorrow. Obviously, we will do that as quickly as we can  
10 to put the issue before your Honor, but I just wanted to  
11 forecast that that may occur.

12 THE COURT: I think I could have intuited that without  
13 the forecasting, but thank you.

14 Mr. Avenatti, anything you wish to raise?

15 MR. AVENATTI: Yes, your Honor, there are a few  
16 issues.

17 First of all, I can state unequivocally to the Court  
18 that in light of the testimony just elicited on direct from Ms.  
19 Beier, that I will seek to recall Mr. Janklow. I am happy to  
20 provide an in camera, ex parte offer of proof related to Mr.  
21 Janklow's testimony. But suffice it to say, Mr. Janklow has  
22 knowledge and evidence that is directly contrary to what Ms.  
23 Beier testified on direct on a few of the issues.

24 THE COURT: So file something by 5:00 tomorrow. If  
25 you think it's appropriate for me to consider it on an ex parte

M1S8AVE7

1 basis, I will certainly entertain it and I will take it under  
2 advisement.

3 MR. AVENATTI: Obviously, that will be without  
4 prejudice to my ability to supplement because I don't know what  
5 else Ms. Beier is going to testify to on Monday, your Honor.

6 THE COURT: I am not requiring you to foretell the  
7 future. So only based on to the record to date.

8 MR. AVENATTI: Thank you, your Honor.

9 Then, secondly, prior to the trial, the Court had  
10 ruled that Mr. Vilfer would not be permitted to testify, and  
11 the basis for the Court's ruling was that the government was  
12 only going to introduce text messages from my iCloud account.

13 THE COURT: That was only part of the basis, actually,  
14 if I recall correctly.

15 MR. AVENATTI: Correct, your Honor. That was the  
16 first question that you had asked during the hearing on the  
17 issue. And I can get the Court the exhibit numbers. I don't  
18 have them handy. The government during the case actually  
19 introduced a number of text messages not from my iCloud account  
20 but from, I believe it's 232 and 233, Exhibits 232 and 233.  
21 Those are not extractions from an iCloud account. In fact,  
22 it's unclear to us exactly where they came from, because the  
23 totality of the text messages were not produced in that form,  
24 i.e., on a forensic copy or something of that nature.

25 So for that reason, your Honor, we intend on calling

M1S8AVE7

1 Mr. Vilfer relating to the government's use of those text  
2 messages that they put into evidence over our objection.

3 THE COURT: I think you should rephrase, if you were  
4 to ask to call Mr. Vilfer, and that request is denied. My  
5 prior ruling stands. It didn't rest only on the fact that the  
6 government was going to introduce them through the iCloud  
7 account. It rested on additional grounds as well, and those  
8 grounds remain as valid today as they did before. I don't  
9 think it's relevant. I don't think it fits the facts of this  
10 case. And to the extent it is relevant, it fails the 403  
11 balancing test by a mile. So not happening.

12 MR. AVENATTI: And, your Honor, just for the record, I  
13 will also note that Ms. Daniels testified today that the  
14 government in fact did take her phone.

15 THE COURT: Mr. Avenatti, Mr. Vilfer is not  
16 testifying, full stop. You have preserved the issue for  
17 appeal. I am pretty confident on that issue, but he is not  
18 going to testify in this case.

19 What is next?

20 Anything else on your list?

21 MR. AVENATTI: I think that covers it for now, your  
22 Honor.

23 THE COURT: All right. Two things I wanted to raise.

24 One is, I do think some briefing would be appropriate  
25 on the quantum meruit and contracts law principle questions

M1S8AVE7

1 that I flagged earlier. I don't quite know what to say because  
2 the landscape would change dramatically if Mr. Avenatti  
3 testifies.

4 Mr. Avenatti, I assume from your remarks yesterday  
5 that you haven't yet made that decision and you will think  
6 about it over the weekend?

7 MR. AVENATTI: I have not made the decision, but I am  
8 strongly leaning in favor of testifying, your Honor.

9 THE COURT: Do we need to litigate the admissibility  
10 of the *Nike* conviction if Mr. Avenatti testifies? I assume it  
11 comes in under Rule 609.

12 MR. SOBELMAN: It does, your Honor.

13 THE COURT: Mr. Avenatti, do you have any dispute  
14 about that that we would need to litigate in advance?

15 MR. AVENATTI: Your Honor, we may need to litigate it.  
16 I believe that the government had to provide adequate notice  
17 under 609 of their intention to use the actual conviction prior  
18 to trial. I am not certain if that happened or not because  
19 obviously I was represented at the time by the federal  
20 defenders. I don't believe that under 609 they can just  
21 announce that at the trial and then use the prior conviction.  
22 I believe I was required to be given prior notice. I may be  
23 wrong about that. I would like an opportunity to research it  
24 briefly. But I would object to any use of the prior *Nike*  
25 conviction for the reasons I have already stated, as well as

M1S8AVE7

1 those under 403.

2 I will also note that there is a pending appeal in the  
3 Second Circuit, and were the government to cross-examine me on  
4 that conviction, and were that conviction to be overturned  
5 before the Second Circuit -- hopes springs eternal, your  
6 Honor -- I don't know how that might impact the record in this  
7 case and any potential result in this case. So I will just put  
8 that on the record. If the government wants to take the risk  
9 and cross-examine me on that conviction, over my objection,  
10 then I would think that they would do so at their own risk. I  
11 have not, again, researched the 609 issue, but I believe they  
12 had to give me prior written notice prior to trial, but I may  
13 be wrong about that.

14 THE COURT: First of all, I think you are wrong.  
15 Second of all, to the extent that notice was required, I would  
16 think the jury instructions provided adequate notice because  
17 they include an instruction on that conviction in the event  
18 that you testified. Third, it's Friday. You have the weekend  
19 to think about whether you are going to testify. You have a  
20 full weekend of notice. So even if they did not give you prior  
21 notice till today, I think there is no argument that you don't  
22 have ample opportunity to raise the issue.

23 As for the appeal, as you know, you probably know,  
24 under subsection (e) of Rule 609, it doesn't matter in terms of  
25 admissibility. The pendency of the appeal is also admissible.

M1S8AVE7

1 So in that regard you may well get that in. You're certainly  
2 right that there are risks on both sides, but it does seem to  
3 me that it comes in under Rule 609.

4 MR. AVENATTI: The other thing I would add, your  
5 Honor, is I do think we would need to litigate how much or how  
6 many details of that case actually come in and what happened,  
7 whether it's the mere fact that I was convicted or the facts  
8 and circumstances around that case. Obviously, depending on  
9 the scope of the questioning on that issue, I may seek to call  
10 witnesses. I would assume that the Court would not want to  
11 turn this into a retrial of the *Nike* matter or a minitrial on  
12 the facts of the *Nike* matter.

13 THE COURT: You're certainly right about that. I  
14 don't know how to address that.

15 Well, Mr. Podolsky.

16 MR. PODOLSKY: Just a few comments.

17 First of all, we did provide a letter well before  
18 trial, for what it's worth, in which we informed the defendant  
19 that should he testify, we intend to inquire not only about his  
20 fraud conviction in the *Nike* case but, as well, his fraudulent  
21 conduct with respect to the victims in California. We don't  
22 intend to ask any questions about that trial, but should he  
23 testify, we certainly intend to ask questions about defrauding  
24 other clients, which go directly to his character for  
25 truthfulness. I will say we are not writing on a blank slate

M1S8AVE7

1 here. These issues were litigated in front of Judge Gardephe.  
2 Judge Gardephe decided very clearly that all of those matters  
3 would come in in the *Nike* case. Obviously, that's not to  
4 preclude your Honor from making your own decision, but I am  
5 just noting that we are not writing on a blank slate here.

6 Certainly, the defendant is welcome to, as the rule  
7 makes clear under 609, state that he has an appeal pending.  
8 What we would object to is the defendant trying to relitigate  
9 that case or explain the grounds of the appeal, all of which I  
10 think the case law makes clear does not come in. And with  
11 respect to the California conduct, it would be an inquiry into  
12 the conduct, not the trial; and certainly whatever may have  
13 happened in the California trial -- mistrial, etc. -- would be  
14 irrelevant. But we certainly intend to inquire into those  
15 matters, as they go directly to the defendant's character for  
16 truthfulness, and candidly would be admissible under 404(b) in  
17 any case, which we, again, provided notice of well before  
18 trial.

19 MR. AVENATTI: Your Honor, for the record, were the  
20 government to get into the allegations relating to California,  
21 then I intend on calling a number of the clients from the  
22 California case to testify in an effort to bolster my defense.  
23 So if they want to open the door as to what happened in  
24 California, and the circumstances around those settlements, and  
25 the cost and the expenses, and all of that, this trial is going



M1S8AVE7

1 to be potentially a lot longer than we anticipated. But what  
2 will not happen -- well, unless I am told it's going to happen  
3 by your Honor -- is that they get to cross-examine me about the  
4 allegations in California and then, other than my testimony, I  
5 don't have an opportunity to refute those allegations here in  
6 this court. That would not be appropriate, and I think it  
7 would be highly prejudicial, your Honor.

8 THE COURT: Here is my suggestion. It sounds like  
9 each side recognizes that the other side has a different view  
10 about the admissibility of some of this stuff. I am happy to  
11 take it as it comes, but I will certainly urge you to consider  
12 submitting something over the weekend that addresses your views  
13 with respect to the admissibility or non-admissibility of  
14 issues relating to the California conduct and the *Nike*  
15 conviction, just so I have whatever law you think I should have  
16 in order to make rulings on those issues. So I am not going to  
17 set a deadline, but the earlier you can file something that  
18 speaks to that the better.

19 With respect to the form of that testimony, that's an  
20 issue I raised yesterday. I have researched the law and  
21 confirmed my suspicion, which is that I have pretty wide  
22 discretion with respect to how to handle any defense testimony  
23 where a defendant is representing himself. My very strong  
24 inclination, though I am certainly happy to hear from both  
25 sides, would be to adopt one of the approaches I proposed

M1S8AVE7

1 yesterday, namely, that Mr. Avenatti draft questions for  
2 himself to answer and then have somebody, whether it is standby  
3 counsel or somebody else -- it could be a paralegal, it could  
4 be standby counsel; if it's someone else, subject to my saying  
5 no, I am open to that -- but have that person read it, give the  
6 government an opportunity to object to the question, and then  
7 have Mr. Avenatti answer from the stand.

8 MR. AVENATTI: Your Honor, that is my preference as  
9 well.

10 THE COURT: Terrific. Who would you like to read the  
11 questions should you decide to testify?

12 MR. AVENATTI: I haven't decided yet. It's going to  
13 be between the handsome bald gentleman at the table -- it's a  
14 reference to Mr. Macias's testimony -- or probably Ms. Giwa.  
15 But neither one of them has signed up for that yet, and I don't  
16 even know if they will take the job.

17 THE COURT: I am guessing that I can order them to do  
18 it, but perhaps you can persuade them without the need for  
19 that.

20 MR. AVENATTI: Actually, I think you have a better  
21 shot.

22 THE COURT: All right. Very good.

23 Any objections from the government to proceeding in  
24 that fashion?

25 MR. PODOLSKY: No, your Honor. I think that would be

M1S8AVE7

1 the optimal fashion.

2 THE COURT: I think that gets us back to the point  
3 that I raised that formed this conversation, which was the  
4 quantum meruit contract point. I began by saying that the  
5 landscape on that might shift dramatically if Mr. Avenatti  
6 testifies and testifies as to his beliefs with respect to those  
7 areas of the law. So in that sense, it may be hard to know  
8 precisely what, if any, instructions should be given, but I  
9 wonder if you could submit things covering both those  
10 scenarios, i.e., if the record is as it is versus if Mr.  
11 Avenatti testifies and testifies that it was his belief that  
12 under the contract and/or principles of quantum meruit that he  
13 was entitled to the money.

14 Your thoughts on that and do you have an alternative  
15 approach and any thoughts on the timing of when you would  
16 submit that.

17 MR. AVENATTI: Your Honor, from the defense  
18 perspective, I would like to have until prior to court on  
19 Monday to submit that in light of the deadline relating to the  
20 production of the information tomorrow and the whole host of  
21 other things that we have going on. So I would like the Court  
22 to set a deadline of 8 a.m. on Monday.

23 MR. PODOLSKY: Whenever the Court will like it we will  
24 endeavor to get it to you, perhaps Sunday. We will try to get  
25 you something useful as soon as we can.

M1S8AVE7

1 THE COURT: What about the form, or you want to take  
2 my remarks and think about it?

3 MR. PODOLSKY: I think we are, perhaps like the Court,  
4 trying to parse through the right way to approach the issue and  
5 frame it, but we understand the issue could change depending on  
6 whether Mr. Avenatti testifies or not. So we will do our best  
7 to in a rational way address both possibilities.

8 THE COURT: I will give you until 8 a.m. on Monday  
9 morning. My hope and request would be if you could get it to  
10 me by Sunday night. Even if it's late Sunday night, it would  
11 give me an opportunity to review it before we come to court  
12 because that may have some bearing on our schedule and other  
13 such things. But if Mr. Avenatti has a two- to three-day case,  
14 and particularly if he testifies, then we probably have a  
15 little bit more time to address these things in due course.

16 Mr. Avenatti, as you sit here, putting aside your  
17 testimony, has your estimate for the length of a defense case  
18 changed? What is your thought on that?

19 MR. AVENATTI: It's about the same, your Honor.  
20 Obviously, if you start excluding defense witnesses, it's going  
21 to shorten it dramatically. And I am hopeful that is not going  
22 to be the case. My estimate remains the same, but I am going  
23 to sharpen my pencil, as they say, over the weekend.

24 THE COURT: I appreciate and commend you on sharpening  
25 your pencil and curbing the six-hour cross which became a more

M1S8AVE7

1 economical cross today.

2 MR. AVENATTI: I listened to your Honor.

3 THE COURT: So I think the admonition is as applicable  
4 to a defense case, less is sometimes more there too. But,  
5 obviously, you should seek to call whomever you think you need  
6 to put on a defense in this case, and if there is an  
7 application to preclude, I will consider that in due course.

8 MR. AVENATTI: I will just raise another issue. I  
9 haven't reached this point yet, but there are a number of  
10 individuals that are actively dodging defense subpoenas.  
11 Secondly, there's a number of individuals who have just  
12 completely disregarded their subpoenas. So we may have to  
13 engage in some motion practice in order to compel those  
14 individuals to appear to testify in the defense case. I am not  
15 there yet, but we are going to try to figure that out as  
16 quickly as possible, and I may seek to have the Court determine  
17 that one or more of those individuals are material witnesses.  
18 So I am trying to avoid doing that, but obviously I have a lot  
19 at stake, and I need to be able to mount my defense, and I need  
20 witnesses to comply with subpoenas to testify.

21 THE COURT: I understand that, and you should take  
22 whatever action you think is appropriate to mount your defense.  
23 I think you have picked up that I am very much not a fan of  
24 wasting the jury's time and want to keep the case moving and  
25 get them back to their civilian lives as soon as I can. So in

M1S8AVE7

1 that regard, I would underscore the need to seek whatever  
2 relief you need to seek in a timely fashion. And with that, I  
3 will leave it to you.

4 On that score, though, I almost forgot, I got an  
5 e-mail, not copied to both sides -- by "I" I mean chambers got  
6 an e-mail from counsel to Mr. Loupe, Richard Palma. You will  
7 recall that he had sought the unsealing of those pretrial  
8 documents with respect to whether to proceed with a motion to  
9 quash. Frankly, it's a puzzling e-mail, and I don't really  
10 understand what to make of it or do with it, so I am open to  
11 your suggestions.

12 It says, "Attached is a motion to quash a subpoena,  
13 which I was intending to ask the Court to file as a nonparty on  
14 behalf of my client, Mr. Justine Loupe -- I assume it's  
15 Justin -- but was advised by him this morning not to file it.  
16 I respectfully request that it be made part of the court file."

17 So I don't understand what that means.

18 MR. AVENATTI: Your Honor, if the document is not  
19 going to be filed, it has no business in the court file, in my  
20 view, or it should be sealed. That's the defense position.

21 THE COURT: I think if he has been instructed not to  
22 file it, and he is not filing it, there is no such thing as a  
23 court file other than the docket.

24 MR. AVENATTI: I meant to say the docket, your Honor.

25 THE COURT: My inclination is to respond saying that

M1S8AVE7

1 he can decide whether to file it or not. If he files it, it  
2 will be docketed; if he doesn't file it, it will be  
3 disregarded. I certainly agree if he doesn't file it, it's not  
4 part of the record, it's not a judicial document, it's not  
5 public, and it's irrelevant.

6 MR. AVENATTI: Can we be provided a copy of what the  
7 Court received?

8 THE COURT: I don't particularly have an objection.  
9 It's an odd thing that he even sent it to me. I have not  
10 looked at it.

11 Does the government have a view on that?

12 MR. SOBELMAN: Either it's going to be part of the  
13 record or it's not. We certainly haven't received a copy of  
14 it.

15 THE COURT: If I give anyone a copy of it, I will give  
16 it to both sides.

17 MR. SOBELMAN: Right now it sounds like -- if it gets  
18 filed, it certainly should be shared with the parties. I think  
19 we defer to the Court whether something that was not filed  
20 should be shared with the parties. It seems a little unusual.

21 THE COURT: This whole thing seems a little unusual.

22 I think I am not going to share it. I will tell  
23 Mr. Palma that if he wishes to file something, that he may, and  
24 if he doesn't, that this will be disregarded. Since I have not  
25 looked at it, there is certainly no prejudice to either side

M1S8AVE7

1 from the fact that I am not sharing it or I will not consider  
2 it unless it is filed. I will not look at it unless it is  
3 filed. I will have my staff respond to the e-mail. And for  
4 that matter, I will have them copy both sides on the response,  
5 just so you can see the e-mail that he submitted and you can  
6 see our response.

7 Anything else from the government?

8 MR. SOBELMAN: No, your Honor.

9 THE COURT: Mr. Avenatti.

10 MR. AVENATTI: No, your Honor.

11 THE COURT: All right.

12 With that, I wish you all a pleasant, I would say  
13 restful weekend, but I think everybody is going to have some  
14 work to do, and I will see you same time on Monday morning.  
15 Stay safe and healthy.

16 (Adjourned to January 31, 2022, at 9:00 a.m.)  
17  
18  
19  
20  
21  
22  
23  
24  
25



## INDEX OF EXAMINATION

Examination of:	Page
-----------------	------

STEPHANIE CLIFFORD	
--------------------	--

Cross By Mr. Avenatti . . . . .	.1039
---------------------------------	-------

Redirect By Mr. Sobelman . . . . .	.1188
------------------------------------	-------

Recross By Mr. Avenatti . . . . .	.1200
-----------------------------------	-------

ELIZABETH BEIER	
-----------------	--

Direct By Mr. Rohrbach . . . . .	.1203
----------------------------------	-------

## GOVERNMENT EXHIBITS

Exhibit No.	Received
-------------	----------

101 . . . . .	.1211
---------------	-------

104 . . . . .	.1224
---------------	-------

105 . . . . .	.1230
---------------	-------

## DEFENDANT EXHIBITS

Exhibit No.	Received
-------------	----------

SB 2 . . . . .	.1120
----------------	-------